



City of Oceanside
Excavation and Right-of-Way Encroachment Policies

Approved by City Council: August 10, 2022

Revisions:

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CITY OF OCEANSIDE



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08/11/2022
EFFECTIVE DATE

A handwritten signature in blue ink, appearing to read "Brian K. Thomas".

Brian K. Thomas, PE
City Engineer

EXCAVATION AND RIGHT-OF-WAY ENCROACHMENT POLICIES

This Document may be reviewed and updated by the City Engineer as necessary or as required by statute, resolution or ordinance to comply with changes in industry standards as well as federal, state and City needs and requirements.

I. PURPOSE

The City Council of the City of Oceanside has reviewed and approved this Policy as of the date noted in the footer (the "Effective Date"). The City Engineer has the authority to update this Policy without returning to City Council. If the City Engineer updates or otherwise amends this Policy after the Effective Date, the City Engineer shall provide a pass-through memo to the City Council regarding the Policy update, which shall include the full updated Policy text. **This document shall be included with all permits issued for excavation and rights-of-way encroachments.**

This Policy is intended as a supplement to Oceanside Municipal Code ("OMC"), including without limitation, https://library.municode.com/ca/oceanside/codes/code_of_ordinances?nodeId=CH31STS Chapters 31 (Streets and Sidewalks), and 36B (Underground Utilities), City of Oceanside Ordinances 01-OR056-1 (Chapter 9A – Cable Systems and Open Video Systems) and 07-OR0053-1 (Chapter 9B – Regulation of State Video Franchise Holders) (collectively, the "Code and Ordinances") to provide additional clarity and guidance to applicants as to the procedures, standards, and conditions under which the City Engineer will issue permits for the installation, construction, excavation, inspection, maintenance and/or repair, or other work performed in connection with underground, overhead and surface-mounted utility facilities located or proposed within the public rights-of-way. This Policy shall not replace or supersede any portion of the Codes and Ordinances. If any conflict between this Policy, as may be approved on the Effective Date or as may be updated as provided herein, and the Code and Ordinances arises, the Code and Ordinances shall control. Work performed under this Policy shall also comply with all applicable laws, regulation, policies including by not limited to California Government Code §4216, and California Public Utilities Code §§7951, 7952 and 7953.

This Policy shall also apply to excavations on private property within the City of Oceanside in accordance with all applicable laws, regulations and policies including by not limited to OMC Chapters 31 and 36B, the City of Oceanside's Grading Ordinance, the City of Oceanside's Engineering Design Manual, the California Building Code and the City of Oceanside's Water Utility Standards.

Further, the purpose of this Policy is intended to provide additional clarity and guidance to applicants as to the procedures, standards, and conditions under which the City Engineer will issue permits for the installation, construction, inspection, maintenance and/or repair of surface-mounted and/or overhead facilities in the public rights-of-way.

This Policy is not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any entity's ability to provide any communications service, subject to any competitively neutral and nondiscriminatory rules, regulations or legal requirements for rights-of-way management; (2) unreasonably discriminate among functionally equivalent services or service providers; (3) impose any unreasonable, discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; (4) otherwise authorize the City to preempt any applicable federal or California law; or (5) limit the exercise of the City Engineer's discretion authorized under the Codes and Ordinances and other applicable laws.

If any provision in this Policy or such provision's application to any person, entity or circumstances is held by any court with competent jurisdiction to be invalid or unenforceable: (1) such provision or its application to such person or entity or circumstance will be deemed severed from this Policy; (2) all other provisions in this Policy or their application to any person, entity or circumstance will not be affected; and (3) all other provisions in the Policy or their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted under California law.

II. BACKGROUND

Providers of electrical, fuel, oil, natural gas, power supplies, and wireline communication services, which include without limitation telephone corporations, cable providers and video service providers (collectively, "Providers"), often require underground, surface-mounted and/or overhead facilities in the public rights-of-way. These Providers oftentimes seek to deploy their facilities and expand their networks through installations within the public right-of-way.

Such deployments usually involve trenches or other excavations within City streets or the public rights-of-way, attaching aerial lines or guy wires to existing vertical infrastructure, and/or equipment cabinets or vaults placed on or below grade within the public rights-of-way.

Several entities currently have various forms of underground, surface-mounted and overhead infrastructure throughout the City, and many of them have expressed a desire to continue building or expanding their networks. Some of the infrastructure has been completed using a variety of media and materials in which these entities may wish to upgrade their systems to newer technology as it becomes available.

Recently, the City has received inquiries from both incumbent and new competitive Providers regarding significant new deployments, particularly for fiber optic facilities.

Both federal and state law limit, to a certain extent, local government regulation of access to the public rights-of-way by communication providers. Section 253 of the federal Telecommunications Act of 1996 prohibits state and local requirements that prohibit or effectively prohibit any entity's ability to provide any telecommunication service but preserves the authority of state and local governments to manage the public rights-of-way on a nondiscriminatory basis.

Section 7901 of the California Public Utilities Code grants telephone corporations limited rights to use the public rights-of-way to the extent necessary to provide services to their customers in a manner that does not incommode the public's use of the public right-of-way. Section 7901 prohibits local franchises for telephone corporations but does not completely displace all other police powers held by

municipalities in California. See *T-Mobile West LLC v. City & County of San Francisco*, 438 P.3d 239, 249 (Cal 2019). Section 7901.1 of the California Public Utilities Code bolsters the rights reserved to California local governments under Section 7901 and affirms local authority to regulate the time, place and manner in which telephone corporations perform construction, maintenance and other operations within the public rights-of-way.

The California Digital Infrastructure and Video Competition Act of 2006, codified at California Public Utilities Code Section 5800 *et seq.*, establishes the California Public Utilities Commission as the sole franchising authority in the state for franchises to provide video services but allows local entities to regulate the installation, construction and maintenance of cable and video service networks within public rights-of-way under the same time, place and manner as the provisions governing telephone corporations under applicable state and federal law, including, but not limited to, the provisions of Section 7901.1.

On October 8, 2021, Governor Newsom signed into law Senate Bill 378, known as the Broadband Deployment Acceleration Best Practices Act of 2021, to be codified as California Government Code Section 65964.5, which requires local agencies to approve qualifying microtrenching excavations for the installation of underground fiber optic cables unless the local agency makes a written finding that such microtrenching for fiber installation would have a specific, adverse impact on health or safety. The City will not be responsible for the costs associated with damage to equipment installed less than twenty-six inches (26-inches) from the finished surface and will not be responsible for lost revenue, profit or service associated with any outages that occur from said damages.

Provider facilities allow access to important services to the City's residents, businesses and visitors. At the same time, construction and excavation in the public rights-of-way degrades the streets, sidewalks and other facilities within the public rights-of-way and shorten their useful lifespan. The facilities themselves may also detract from a neighborhood's character, obstruct pedestrian travel and interfere with other authorized uses in the public rights-of-way.

The City of Oceanside shares interests in encouraging deployment of communication and other utilities, while at the same time is cognizant of the need to regulate placement, construction and excavation associated with these facilities. Such deployments are desirable to the extent that they provide necessary and useful services to the residents, businesses and visitors of the City. However, such deployments may be undesirable when they incommode the public's use of rights-of-way or are not installed, constructed, maintained and/or repaired in a manner consistent with applicable laws or otherwise potentially harmful to public health, safety and welfare. Pursuant to California Public Utilities Code Section 2902, the City may not "surrender to the [California Public Utilities C]ommission its powers of control to supervise and regulate the relationship between a public utility and the general public in matters affecting the health, convenience, and safety of the general public, including matters such as the use and repair of the public streets by any public utility, the location of the poles, wires, mains, or conduits of any public utility, on, under, or above any public streets, and the speed of common carriers operating within the limits of the municipal corporation." Accordingly, this Policy is also intended to exert the City's "powers of control to supervise and regulate the relationship between...public utility[ies] and the general public in matters affecting the health, convenience, and safety of the general public, including matters such as [those described in California Public Utilities Code Section 2902]..."

The framework for the orderly administration of private construction work within the public rights-of-way is provided under OMC Chapters 31 and 36B, and City of Oceanside Ordinances 01-OR056-1 and 07-OR0053-1 which are intended to protect the public interest and safety. The City Council has the authority to set policies and to delegate the administration of said policies accordingly. In this case, the City Council delegates the administrative authority to the City Engineer or the City Engineer's designee.

Construction by Providers on private property must also be considered under this Policy. Work performed by Providers for their own benefit, or for the benefit of a development must proceed in accordance with all applicable laws, regulations and policies in addition to this Policy, including but not limited to the Code and Ordinances, the City of Oceanside's Engineering Design Manual, the California Building Code, and the City of Oceanside's Water Utility Standards. Permits must be obtained and secured from the City's Engineering Department prior to any on-site private work. Said permits are obtained through the plan review process for grading and other on-site improvements. Work that must, by design, encroach into the public rights-of-way, shall require permits as defined within this Policy.

III. DEFINITIONS

The abbreviations, phrases, terms and words used in this Policy will have the following meanings assigned to them unless context indicates otherwise. Undefined phrases, words, or terms in the Policy will have their ordinary meanings. Other terms and phrases may also be defined elsewhere within this Policy.

Roadway designations are taken from the City of Oceanside's 2002 General Plan, Circulation Element, Section 3, pages 12 and 13.

"City" – means the City of Oceanside

"City Council" – means the legislative body of the City, which serves as its corporate board of directors, and is responsible for establishing City policy on all matters affecting City operations and uses. The City Council works closely with the City Manager to ensure that policy is effectively implemented.

"City Engineer" – means the Chief Engineer for the City of Oceanside or the City Engineer's designee. The City Engineer is responsible for the management of public infrastructure and private land development and administers all aspects of engineering and inspection activities relating to Private Development, Capital Improvement Programs (CIP) and traffic-related issues. The City Engineer is responsible for the City's engineering review of all public and private sector development projects, preparing and maintaining documentation and records of all activity, and providing information to the public. The use of City Engineer in this Policy shall also mean his/her/their designee.

"City Inspector" or "Inspector" – means the individual assigned by the City Engineer to provide inspection and/or observation for construction projects throughout the city. The Inspector is responsible for ensuring work has progressed according to the approved plans, specifications, permits and standards for each project and has the authority to either concur that work has been completed accordingly or to reject all or portions of the work and require reconstruction of all or portions of the work to ensure compliance with the plans *et al* has been achieved. Work that has not been observed by the inspector will be rejected and reconstructed at the Provider's expense.

“collector street” – means a street designed to connect local streets with the adjacent arterial street network. The design standards typically include the provision for two travel lanes and on-street parking is allowed, except in specific locations where parking is removed to provide turn lanes at intersections. Collector streets frequently provide direct access to abutting properties, although the desire is to limit access where possible to reduce conflict. Collectors are generally two lanes with or without a center two-way left-turn lane. The cross section of a collector is 50/70 feet (curb-to-curb/total right-of-way width) with a two-way left turn lane and 40/60 feet or 50/70 feet without a two-way left turn lane. A collector can also be a two-lane one-way street which generally contains parking on both sides of the travel ways.

“construction plan”, “construction drawing” or “utility plan (U-Plan)” – means graphical and/or text documents completed to a scalable dimension for the purpose of constructing improvements.

“CPUC” – means the California Public Utilities Commission, established in the California Constitution, Article XII, §5, or its duly appointed successor agency.

“DIVCA” – means the Digital Infrastructure and Video Competition Act of 2006, California Public Utilities Code §5800, *et seq.*

“DIVCA certificate” – means an authorization issued by the California Public Utilities Commission pursuant to California Public Utilities Code §5840.

“emergency repair work” – means immediate work to repair a Provider’s facilities.

“excavation” – includes the removal of all materials or obstructions of any nature which interfere with the construction work, the installation and removal of all shoring and bracing, and the control of water necessary to construct the work. Excavation shall also cover macro-trenching, macro-tunneling, micro-trenching, or micro-tunneling, bore and receiving pits (jack and bore pits), drill pits, rock wheel excavation, etc., and other means or methods that remove any portion of the surface (landscaping, dirt, concrete, asphalt concrete, decorative concrete, etc.) as a requirement for installation of necessary services, including but not limited to conduit.

“expressway” – means a street designed to provide express direct travel through a city with several lanes of travel in each direction. It is a multilane roadway that is often a divided highway for through traffic with fully controlled access to intersections and with possible grade separations at most intersections. Expressways are constructed and maintained by Caltrans. Expressways in the City of Oceanside are generally four to six lanes with median openings or intersections spaced at minimum 1,600-foot intervals. The cross section for an expressway is 102/160 feet or 122/200 feet (curb-to-curb/total right-of-way width).

“facility” – includes, without limitation, any and all cables, wires, lines, cabinets, ducts, conduits, converters, equipment, drains, handholds, manholes, pipes, pipelines, splice boxes, surface location markers, tracks, tunnels, utilities, vaults and other appurtenance or tangible things installed, constructed, maintained, inspected, owned, leased, operated or licensed by a person or entity, that are located or proposed to be located in the public rights-of-way in connection with any dry or wet utility service or wireline communications service.

“Greenbook” – means the latest edition of the Standard Specifications for Public Works Construction.

“historic resource” – means a historic landmark or district, listed or eligible to be listed on the national Register of Historic Places or California Registrar of Historical Resources, any site or location identified as a “historic area” in the City of Oceanside 2002 General Plan as defined at Appendix C – Glossary page 7.

“local street” – means a street designed to provide direct access to abutting properties and to provide connection between neighborhood streets and the collector street network. The local street may be discontinuous to discourage through trips. Local streets contain two travel lanes, parking lanes on both sides of the street, and direct driveway/drive approach access. The cross section of a local street is 36/56 feet or 40/60 feet (curb-to-curb/total right-of-way width).

“maintain” or “maintenance” – means work caused, directed, paid for, arranged, or authorized by a Provider specifically for the purpose of maintaining the Provider’s equipment and facilities.

“major arterial” – means a street designed to provide intra-city and sub-regional service. Direct access is not allowed, but selectively restricted to assure proper function of the roadway. Typical roadway features include four to six lanes of travel with a raised and landscaped median, 8-foot shoulders for emergency parking and bike lanes, with left-turn lanes typically protected along the roadway. The cross section for a major arterial is 80/100 feet or 104/124 feet (curb-to-curb/total right-of-way width).

“maps” or “facility maps” – means a hard copy or digital copy of all Provider facilities (underground, surface-mounted, overhead, etc.) installed, constructed by, owned, operated, maintained, or leased within the City limits pursuant to the requirements of OMC §31.32; digital copies shall be provided in GIS compatible shape files. Maps shall be delivered to the City on or before March 1 of each year and shall show all additions, deletions, abandonments, removals. All maps shall be set to a standardized scale with a north arrow orientation up or to the right.

“OMC” – means the Oceanside Municipal Code also known as Oceanside City Code and the Code of Ordinances.

“permit” – means the written authorization from the City to a Provider to perform work within the public rights-of-way and may be subject to cancelation for violation of this Policy or any local, state or federal law, ordinance, resolution or policy. A permit, supplemented with a Traffic Control Plan, shall be submitted to the City for any work within existing City rights-of-way and/or easements.

“permittee” – means the Provider granted a permit pursuant to this Policy.

“prime arterial” – means a street designed to provide regional, sub-regional, and intra-city travel that contains six lanes of travel, raised medians, 8-foot shoulders, highly restricted direct access and on-street parking is not allowed. The cross section for a prime arterial is 104/124 feet (curb-to-curb/total right-of-way width).

“provider(s)” – means an entity which provides services related to electrical, fuel, oil, natural gas power supplies, wireline communication services, which include without limitation telephone corporations,

cable providers and video service providers. The term “Provider” shall also apply to developers that are required to make off-site public improvements.

“repair” – includes work by a Provider to restore the surface of the roadway, pavement, landscaped area, or walkway, to a smooth surface that does not incommode the public or necessary to make the Provider’s facilities operational again.

“public rights-of-way or public right-of-way” – means land or an interest in land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for or dedicated to or open to the use by the general public for road and highway purposes. It also means any right-of-way granted to the City or to the City on behalf of the public, for the construction, installation or maintenance of any highway, way, utility, or other appurtenant facility or improvement as defined under the OMC, which may be amended from time to time. The term does not include private or public utility easements unless such easement is reserved for, or dedicated to, or open to the use by the general public for roadway or highway purposes.

“secondary collector” – means a street designed to provide for intra-city travel as a link between arterial and collector roadways. Secondary collectors frequently provide direct access to abutting properties, but this is not their primary purpose. Secondary collectors provide four lanes of travel with a center two-way left-turn lane and includes bike lanes or four lanes with left-turn pockets without a raised median. The cross section of a secondary collector is 64/84 feet (curb-to-curb/total right-of-way width) with a two-way left turn lane and 54/74 feet or 60/80 feet without a two-way left turn lane.

“surface-mounted facility” – means any facility or physical element or structure associated with a facility that is installed, attached or affixed in the public rights-of-way on a site that is above the surface of the public rights-of-way (except on utility poles or associated overhead appurtenances) and that requires excavation to install the facility.

“traffic control plan” – means a scaled plan prepared by a California licensed Civil Engineer or Traffic Engineer specifically designed to control traffic through the work area.

“trench” – means an excavation, either whole or in part, of the rights-of-way, to facilitate the installation of a utility underground. The limits of the trench shall extend the entire width of the excavation, whether by wheel-rock saw, back hoe, hand digging, excavator, or other similar tool or method and shall extend from the bottom of the prepared utility trench to the top of either the asphalt pavement, concrete pavement, decorative pavement, concrete sidewalk, asphalt sidewalk, landscaped area or other finished surface elevation of the excavation that is even with the surrounding surface(s).

“trenchless technology” – means any method, material, equipment, technique or combination thereof used to install, replace, renew or repair underground facilities and improvements with no or minimal surface disturbance. Trenchless technology includes, without limitation, drilling, auguring, boring, tunneling, micro-boring, micro-tunneling, and pipe bursting.

“underground utility district” – means any area in the City within which overhead wires, cables, cabinets and associated overhead equipment, appurtenances and other improvements are either (1) prohibited by ordinance, resolution or other applicable law; (2) scheduled to be relocated underground

within 18 months from the time an application is submitted; or (3) primarily located underground at the time an application is submitted.

“**utility**” – means services provided by a Provider but not limited to, natural gas, petroleum, petroleum fuel products, electricity, water, wastewater, recycled water, communication, data, and video.

“**wireline communication service**” – includes the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals by wire, cable, fiber-optic cables, or other wireline conveyances to a point, or between or among points, whether or not such information is transmitted through interconnected service within the public switched network.

IV. PERMIT PROCEDURES

Application Requirements. In addition to any other publicly stated requirements, all permit applications for installation, construction, maintenance, and/or excavation in connection with facilities encroaching within the City’s public rights-of-way must include the following information and materials:

- a. **Application Form.** The applicant shall submit a complete, duly executed permit application on the then-current form prepared by the City.
- b. **Application and Plan Review Fees.** The applicant shall submit the applicable plan review and permit fees adopted by City Council resolution.
- c. **Construction Drawings.** The applicant shall submit true and correct construction drawings, prepared, signed and sealed by a California licensed civil engineer. Said drawings shall depict all existing and proposed improvements, equipment and conditions related to the proposed project, including, without limitation, any and all poles, posts, pedestals, traffic signals, towers, streets, sidewalks, known underground utilities (both wet and dry utilities), pedestrian ramps, driveways, drive approaches, curbs, gutters, curb and gutters, drains, handholes, manholes, fire hydrants, equipment cabinets, lines, wires, cables, trees and other landscape features. The construction drawings must: (i) contain cut sheets that contain the technical specifications for all existing and proposed lines, wires, cables and accessory equipment, which includes without limitation the manufacturer, model number, weight and physical dimensions; (ii) identify all of the applicant’s potential surface mounted facilities and support structures within 15-feet from the proposed project site and call out said structures’ overall height above ground level; (iii) depict the applicant’s preliminary plan for electric or communications connections, which shall include the anticipated locations for all conduits, lines, wires, cables, handholes, junctions, transformers, meters, disconnect switches, and points of connection; and (iv) demonstrate that the proposed project will be in full compliance with all applicable health and safety laws, regulations and other rules, which includes without limitation all building codes, fire codes, electric codes, local street standards and specifications, and public utility regulations and orders.
- d. **Standard Notes on Construction Drawings.** The following standard notes are to be included on each construction drawing submitted for review and approval. All work authorized shall adhere, in part, to these notes, in addition to the other items, notes, details and standards either expressly noted on the construction drawings or by inclusion by reference.

At a minimum, construction plan notes must include:

1. No patching is allowed on concrete pavement. The concrete pavement must be replaced at the construction joints (entire panel), with all necessary dowel and rebar mat placements, per San Diego Regional Standard Drawings (“SDRSD”) standards.
2. All existing pedestrian access ramps damaged or impacted during the construction shall be replaced in its entirety. All pedestrian access ramps that are to be replaced, shall meet the current SDRSD Standard Drawings G-27 through 032 and Americans with Disabilities Act (“ADA”) standards, regardless whether the existing pedestrian access ramp being replaced was not ADA compliant.
3. Trench backfill in landscaped areas must be compacted to 90% of maximum dry density of the soils per the ASTM Standards.
4. Construction work must be inspected and approved by the City of Oceanside Engineering Division.
5. The contractor shall notify the City of Oceanside Engineering Division 48 hours prior to starting work so that inspection is provided (telephone no. 760-435-5081)
6. It shall be the responsibility of the contractor to adhere to all provisions of the State construction safety orders.
7. Compaction reports on all trenches shall be submitted to the Engineer of Work and the City Engineer by the Soils Engineer of Record, which certifies that trench backfill was compacted as directed by the Soils Engineer in accordance with City of Oceanside Specifications and Ordinances.
8. All operations conducted on the premises, including the warming up, repair, arrival, departure, or running of trucks, earthmoving equipment, construction equipment, and any other associated equipment shall be limited to the operating hours dictated in the ROW permit.
9. Patching of sidewalks, curbs, driveways, and gutters, is not allowed. Replacements of these items shall be from nearest existing construction joints and contain a minimum 6-inch Class II aggregate base (AB).
10. Minimum vertical depth to the top of the utility conduits shall be 18 inches underneath sidewalks and 24 inches beneath street pavement.
11. All sidewalk and pedestrian paths will need to be replaced per City standards and be ADA compliant.
12. Use City of Oceanside Standards Drawing M-3A/M-3C or M-3B/M-3C for all trench backfill and resurfacing work in streets. **Standard Drawing M-3C is not a stand-alone document and must be used in conjunction with either M-3A or M-3B.**
13. All proposed manholes in the street are to be traffic rated.
14. Adjustment to grade or paving around all manholes, pit holes, and hand-holes/pull-boxes in the street must match the existing pavement section and be flush with the existing pavement per City approval.
15. No manholes, pit holes, or hand-holes/pull-boxes allowed within bike lanes.
16. Minimum of 5 feet horizontal separation from each side of storm drain structure including storm drain pipe is required.
17. Trenching or disturbance of protected habitat and easements areas dedicated to local, state, and federal agencies is prohibited without agencies approval.

18. Temporary pit holes, manholes, potholes, and hand-holes/pull-boxes must be covered after work hours, per the city approval. Covers must be flushed with the adjacent existing surface to avoid uneven surface and trip hazards. Within the road, a smooth transition between the surfaces must occur.
19. When working around or within landscaped areas, contact the property owner, homeowners' association, or the property manager for the area at least 48 hours prior to beginning to work.
20. The utility, contractor(s), subcontractor(s) and their successors shall design and install utility facilities; repair utility trench and city right-of-way to equal or better than condition of the surrounding surfacing per current City Standards and requirements; inspect, maintain, and repair utility trench per current City Standards and requirements or replace utility facilities within the public right-of-way per current City standards and requirements in perpetuity, as long as the utility is in service; and/or remove the utility facilities within 60 calendar days of the determination by the utility that its facilities are no longer required and return the trench area and surrounding surfacing (asphalt, concrete, dirt, or other) to an equal or better condition than exists at the time of said determination.
21. The utility, contractor(s), subcontractor(s) and their successors shall, to the maximum extent permitted by California law, defend, indemnify, hold harmless, and otherwise protect the City and its officers, agents, elected officials, and employees against all liabilities, special, incidental, consequential, punitive, and all other damages to persons or property arising out of the conduct of the utility, contractor(s), subcontractor(s) and their successors or their employees, agents or others in connection with the use and occupation of the City right-of-way with respect to the utilities facilities, except for those claims arising from the active negligence or willful misconduct of the City, its officers, agents, elected officials, and employees. The utility, contractor(s), subcontractor(s) and their successors indemnification shall include any and all costs, expenses, attorney's fees and liability incurred by the City, its officers, agents, elected officials, and employees in defending against such claims, whether the same proceed to judgement or not.

The applicant may include additional notes on the construction drawings as long as they supplement the notes above. Notes that contradict, nullify, negate, or change the intent or meaning of these standard notes will not be accepted or approved.

- e. **Site Survey.** Except as may be provided otherwise in this Policy, the applicant must submit a survey that identifies and depicts all existing boundaries, encroachments and other structures within 15-feet of the proposed project site and any new improvements, which includes, without limitation all: (i) traffic lanes; (ii) all private properties and property lines; (iii) above and below-grade utilities and related structures and encroachments; (iv) fire hydrants, roadside call boxes and other public safety infrastructure; (v) streetlights, decorative poles, traffic signals and permanent signage; (vi) sidewalks, driveways, drive approaches, parkways, curbs, gutters, curbs and gutters, storm drain inlets and storm drains; (vii) benches, trash cans, mailboxes, kiosks and other street furniture; (viii) existing trees, planters and other landscaping features. The survey must be prepared, signed and sealed by a California licensed surveyor or civil engineer authorized to practice surveying (licensed on or before January 1, 1982). The survey must be prepared, signed and sealed by a California licensed civil engineer when the proposed facilities involve ground disturbance within 2-feet from the edge of the public rights-of-way. A survey shall not be required for the proposed project or portions thereof that only involve installing additional cables or wires through existing conduit or on existing overhead poles.

- f. **Traffic Control Plans.** All plans for temporary traffic control shall comply with the latest edition of the California Manual on Uniform Traffic Control Devices (CA-MUTCD) and the San Diego Regional Standard drawings (SDRSD) for traffic control. Traffic control plans that match the standard plans in the CA-MUTCD or SDRSD shall not require an engineer's signature and seal; provided, however, that any traffic control plans that deviate from such standard plans must be prepared, signed and sealed by a California licensed civil engineer. For emergency repair work, the Work Area Traffic Control Handbook (W.A.T.C.H.) manual may be used without modification. Modifications to the W.A.T.C.H. manual must be prepared, signed and sealed by a California licensed civil engineer.
- g. **Photo Simulations.** For each surface mounted facility, the applicant shall submit site photographs and photo simulations that show the existing location and proposed surface mounted facility in context from at least one vantage point within the public streets or other publicly accessible spaces, together with a vicinity map that shows the proposed site location and the photo location. The simulation must depict the surface-mounted facility from a vantage point approximately 50-feet from the proposed location. The photo simulation and vicinity map shall be incorporated into the construction plans submitted with the application. The photo simulations must show all required elements of the surface-mounted facility that will be visible and shall be based on actual site photographs. For clarity, photo simulations shall not be required for: (i) proposed projects that involve like-for-like replacement surface mounted facilities that do not otherwise defeat the design standards or concealment requirements in this Policy; (ii) underground facilities; or (iii) aerial, overhead or overlashed cables or wires on existing utility poles or structures.
- h. **Project Narrative and Justification.** All applications must contain a short, plain statement that describes the scope and purpose of the proposed project. The written statement shall also describe and include a master plan for any other planned facilities deployments by the applicant within the City over the next five (5) years from the date of the submittal. The submittal shall include, at a minimum: (a) the type of service(s) to be provided and the purpose of the facilities; (b) their anticipated date of installation; (c) the location and zoning district for each project area; (d) the location and specific details (e.g., underground depth, above-ground height, etc.) of all facilities presently installed within the City's limits; (e) a high-level design of all facilities presently intended to be installed over the next five (5) years; (f) known locations where applicant plans to co-locate their facilities with the facilities of other utilities; and (g) applicant's work plan for coordinating with other utilities to co-locate their other planned facilities with the facilities of other utilities. Applicant's master plan is for City planning purposes with respect to the timing and planned locations of construction in the public rights-of-way. If the applicant deploys its infrastructure on an "on-demand" basis without a long-range capital improvement plan, the master plan shall so state and indicate the applicant's level of confidence in any deployments depicted or described in the master plan. Neither applicant's master plan, nor anything in this Policy, shall be interpreted to entitle applicant to locate in a particular location or at a particular time. The City reserves all rights now and, in the future, to set aside segments of the public rights-of-way for future City-planned capital improvement projects.

If the applicant's proposed facilities deviate from any location and/or design standard of this Policy, the written statement shall also explain in plain factual detail how the proposed facilities deviate from any requirements in the OMC and this Policy, which includes, without

limitation any location, coordination with other utilities, design and concealment requirements, and federal and state law, as applicable, the reasons for the deviation and any proposed mitigations to minimize the deviations. To the extent that the applicant asserts that any of the application requirements do not apply to the project being proposed, that information shall also be set forth in the project narrative by the applicant. Information about such deviations or inapplicable requirements is subject to the City Engineer's review and decision.

- i. **Regulatory Authorization.** The applicant shall submit evidence of the applicant's regulatory status under federal and California law to provide the services and construct the facilities proposed in the application. The applicant is not required to resubmit such evidence of its regulatory status if the applicant already submitted such evidence with a previous application in the previous 12-month period and there have been no changes to such evidence. The applicant must also submit copies of any permits, approvals or authorizations received from the City or local, state or federal entities with jurisdiction over the public rights-of-way or the proposed work. For excavation work, the City requires the permittee to obtain a "Permit to Excavate" from the Division of Industrial Safety, Department of Industrial Relations, State of California.
- j. **Property Owner's Authorization.** If any facilities will be installed on or within any property, existing facilities, utility poles or support structures owned by an entity other than the applicant, the applicant must submit: (i) a written authorization from the entity(ies) that authorizes the applicant to submit and accept a permit in connection with the subject facility or structure; (ii) a copy of the application for the proposed facilities approved by the entity that owns the existing facilities, utility poles or support structures; or (iii) a statement from the applicant attesting, under penalty of perjury, that no such application is required by the entity that owns the existing facilities, utility poles or support structures.
- k. **Acoustic Analysis.** The applicant shall submit either: (i) an acoustic analysis prepared by a California licensed electrical or mechanical engineer with experience in acoustic analysis and evaluation for any noise-emitting equipment associated with any surface mounted and underground facilities including but not limited to all environmental control units, sump pumps, temporary back-up power generators and permanent back-up generators demonstrating compliance with the City's noise regulations; or (ii) copies of the manufacturer's acoustic specifications for all noise-emitting equipment associated with any surface-mounted and underground facilities including but not limited to all environmental control units, sump pumps, temporary back-up power generators and permanent back-up power generators and a depiction of the proposed equipment relative to all adjacent property lines sufficient to demonstrate compliance with the City's noise regulations. The foregoing analysis requirements shall not apply to: (a) the portions of the facilities and equipment that are not, on their own, noise emitting, including but not limited to equipment enclosures, handholes, vaults, conduit, lines, wires and cables; (b) temporary construction equipment for the installation of such facilities and equipment; or (c) temporary or time-limited emergency equipment.
- l. **Structural Analysis.** For any facilities to be installed on any utility pole or support structure, the applicant shall submit a report prepared, signed and sealed by a California licensed structural engineer or civil engineer with structural engineering background and experience. The required report shall evaluate whether the underlying pole or support structure has the

structural integrity to support the proposed equipment and attachments. At a minimum, the analysis must be consistent with all applicable requirements in the California Building Code, CPUC General Order 95 (including, but not limited to, load and pole overturning calculations), the National Electric Safety Code, the standards and practices required for an ANSI/TIA-222 Maintenance and Conditions Assessment (under the most current revision at the time of submittal), and any safety and construction standards required by law, the City, state and federal governments, and the utility provider. The report shall contain tolerances including but not limited to guy tension if applicable, plumb, twist, slip splices and take-up devices. In the alternative, the applicant may submit a structural report or pole loading analysis approved by the entity that owns the utility pole or support structure provided said report is signed and sealed by a California licensed structural engineer or civil engineer with structural engineering background AND experience.

- m. **Environmental Impact Assessment.** The applicant shall submit an environmental impact assessment to determine whether the proposed project is exempt from CEQA, categorically exempt under Article 19 of the CEQA Guidelines or whether the proposed project will require a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report. If the proposed project is exempt for any other reason, the applicant must submit evidence of such exemption and a statement of how the project qualifies for that exemption.
- n. **Landscape Plan.** For projects that impact existing landscape features, a landscape plan shall be submitted with project application submittal indicating all existing vegetation that is to be retained on the project site and any additional vegetation that is needed to satisfactorily screen any surface-mounted facilities from adjacent land uses in public view areas. The landscape plan shall conform to all requirements set forth in this Policy and the City Landscape Development Manual as required by the OMC, as applicable, and as they may be amended or superseded. The landscape plan shall also include a tree protection plan prepared by a certified arborist and shall specify needed measures to protect trees during the project's construction and/or improvement.
- o. **Available Space Calculations.** If the applicant proposes to be the first to install facilities at a given location within the public right-of-way or if applicant does not have an agreement with another utility to co-locate its facilities at that particular proposed location, the applicant's plans shall include calculations and details regarding the space available to install additional conduit in the proposed location.
- p. **Microtrenching Justification.** If the applicant proposes a project that includes microtrenching pursuant to California Government Code Section 65964.5, the applicant must prepare a separate justification that evaluates whether the proposed project and microtrenching qualify under the requirements of California Government Code Section 65964.5(b)(1).
- q. **Truth and Accuracy Statement.** Any application submitted pursuant to this Policy shall be signed by the applicant, or a person knowledgeable about the proposed facility and authorized to act on the applicant's behalf, attesting, under penalty of perjury, that all information, representations and disclosures in the application are true, correct and complete and that the person signing has the authority to bind the applicant.

Pre-submittal Conference. For proposed projects involving new surface-mounted facilities, ground disturbance or other excavation, the City requires prospective applicants to schedule and attend a pre-

submittal conference with the City Engineer and other City staff. This pre-submittal conference is intended to streamline the review process through collaborative, informal discussion that includes, without limitation, the appropriate project classification and review process; any latent issues in connection with the proposed project and/or project site, including compliance with generally applicable rules for public health and safety; potential concealment issues or concerns (as applicable); coordination with other City departments implicated by the proposed project; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, prospective applicants are encouraged (but not required) to bring any draft applications, plans, maps or other materials so that City staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable in their then-current form. The prospective applicant may request in writing to discuss multiple proposed applications at the same pre-submittal conference. The City Engineer will use reasonable efforts to accommodate the request but retains sole discretion for scheduling the duration of the pre-submittal conference and number of proposed applications to be discussed at a single pre-submittal conference. The City Engineer will use reasonable efforts to provide the prospective applicant with an appointment within approximately five (5) working days after receiving a written request and any applicable fee or deposit to reimburse the City for its actual, reasonable and documented costs to provide the staff and/or consulting time and services rendered in the pre-submittal conference. Any remaining amounts in the deposit following the City's reimbursement for its actual, reasonable and documented costs shall be applied to the applicable permit application fee(s) or refunded to the prospective applicant upon request. The City Engineer may waive some or all of the foregoing requirements in accordance with the Temporary Requirements and Regulations section of this Policy.

Submittal Appointments. Except as may be required or permitted by the City Engineer, applications must be submitted in person to the City at a pre-scheduled appointment with the City Engineer. A prospective applicant must make a request for a pre-scheduled appointment in writing. A prospective applicant may request in writing to submit more than one application at the same pre-scheduled appointment or schedule successive appointments for multiple applications with the City Engineer. The City Engineer, in the City Engineer's sole discretion, may accept multiple applications at the same pre-scheduled appointment or schedule successive appointments for multiple applications whenever feasible and not prejudicial to other applicants for any other development project. The City Engineer shall use reasonable efforts to offer an appointment within five (5) working days from the date the written request has been received from a prospective applicant. Any purported applications received without an appointment, whether delivered in person, electronically, by mail or through any other means, will not be considered duly filed, whether the City retains, returns or destroys the materials received. The City Engineer may waive some or all of the foregoing requirements in accordance with the Temporary Requirements and Regulations section of this Policy.

Incomplete Applications Deemed Withdrawn. Any application governed under this Policy shall be automatically deemed withdrawn by the applicant when the applicant fails to submit a substantive response to the City Engineer within 60 calendar days after the City Engineer deems the application incomplete by written notice, including but not limited to comments on the submittal documents transmitted from the City to the applicant. The applicant's time to submit a substantive response may be extended, in the City Engineer's sole discretion, upon written request from the applicant for good cause so long as the applicant is actively pursuing completion of its substantive response. As used in this Section, a "**substantive response**" must include, at a minimum, the complete materials identified as incomplete in the written incomplete notice.

Peer and Independent Consultant Review. The City Engineer, may in the City Engineer's sole and reasonable discretion, select and retain an independent consultant with specialized knowledge, training, experience and/or expertise in issues relating to the proposed facilities provided said independent consultant is reasonably satisfactory to the City Engineer in connection with any permit application. The City Engineer may request an independent consultant review on any issue that involves specialized or expert knowledge in connection with facilities deployment or permit applications for facilities, which include, without limitation, permit application completeness and/or accuracy and any other issue identified by the City Engineer that requires expert or specialized knowledge. The City Engineer may request that the independent consultant prepare written reports, testify at public meetings, hearings and/or appeals and attend meetings with City staff and/or the applicant. Subject to applicable law, in the event that the City Engineer elects to retain an independent consultant in connection with any permit application, the City Engineer shall notify the applicant in writing of such election and request the applicant to tender a deposit in an amount equal to the estimated cost for the services to be provided, as determined by the City Engineer until the City adopts the initial required deposit by fee schedule, and the applicant shall be responsible for the actual, reasonable and documented costs in connection with the services provided, which may include, without limitation any actual, reasonable and documented costs incurred by the independent consultant to attend and participate in any meetings or hearings. Before the independent consultant performs any services, the applicant shall, within ten (10) business days of receipt of the City Engineer's notice, either elect to continue to have its application processed by the City by tendering to the City a deposit in the amount specified by the City Engineer in the notice or the applicant shall withdraw its application. If the applicant elects to have its application processed, the City Engineer may request additional deposits as reasonably necessary to ensure sufficient funds are available to cover the actual, reasonable and documented costs in connection with the independent consultant's services. In the event the deposit exceeds the actual, reasonable and documented total costs for the independent consultant's services, the City Engineer shall promptly return any unused funds to the applicant after the facility has been installed and passes a final inspection by the City Engineer/Inspector. In the event that the actual, reasonable and documented costs for the independent consultant's services exceed the deposit, the City Engineer shall invoice the applicant for the balance. The City Engineer shall not issue any permit to the applicant with any unpaid deposit requests or invoices. Notwithstanding the foregoing, the applicant may withdraw its application by providing written notice at any time after it elects to have the City process it in conjunction with the independent consultant, and applicant shall no longer be liable for the actual, reasonable and documented costs incurred by the consultant following the date of the City Engineer's receipt of the applicant's withdrawal notice.

Temporary Requirements and Regulations. Notwithstanding anything to the contrary in these Permit Procedures, the City Engineer may, in the City Engineer's sole discretion, establish other reasonable temporary rules and regulations for duly filed applications, which may include without limitation telephonic and/or electronic pre-submittal conferences and/or submittal appointments, regular hours for appointments and/or submittals without appointments as the City Engineer deems necessary or appropriate to organize, document and manage the application intake process or to deal with temporary emergencies like natural disasters, pandemics, civil unrest, strikes or man-made disasters. Except in situations where prior written notice is impracticable, such as an emergency, temporary rules and regulations that could result in denial or rejection of an application shall be in written form and publicly stated to provide all interested parties with notice.

V. SPECIAL CONSIDERATION FOR UNDERGROUND STORAGE TANKS

Underground storage tanks will be required to conform to the following standards for installation. The applicant is directed to the California State Water Boards website for detailed information related to the installation, monitoring and maintenance of USTs. Applicants are also directed to the Health and Safety Code, California Code of Regulations and Local Guidance (LG) letters. Statutes, regulations, and guidance documents are subject to change, so the references contained herein are current as of the revision date. For more specific information or details on UST system components, monitoring and testing options, etc., refer to the relevant statutes and regulations (Health and Safety Code, division 20, chapter 6.7 (H&SC) and California Code of Regulations, Title 23, Division 3, Chapter 16 (CCR)).

For USTs proposed to be installed within 2,500-feet of a stream, river, lake, reservoir, lagoon, ocean, inlet, estuary, wetland, environmentally sensitive habitat, well-head (including but not limited to domestic, raw, recycled, extraction, and injection wells), water treatment facility, wastewater treatment facility, the applicant will need to do the following:

1. The applicant shall submit true and correct construction drawings, prepared, signed and sealed by a California licensed civil engineer. The drawings shall show the UST as the center-point of concentric circles set at the following radii: (i) 500-feet; (ii) 1,000-feet; (iii) 1,500-feet; (iv) 2,000-feet; and (v) 2,500-feet. All streams, rivers, lakes, reservoirs (open and covered, whether above ground or recessed/underground), lagoons, ocean, inlets, estuaries, wetlands, environmentally sensitive habitat, well-heads, and treatment facilities (protected items) must be shown and plotted accordingly within the concentric circle map.
2. For those protected items that fall within these circles, a triple-walled fiberglass tank, such as the Xerxes with the outer wall annular space filled with liquid, not air, or an approved equal, needs to be shown on the construction drawings. This will provide added measures of protection against tank leakage and advanced monitoring and notification of leaks.
3. **ALL facilities that fall within the 500-ft radius circle will need special review and approval by both Engineering and the City's Water Utilities Department.**
4. In addition, at least two (2) monitoring wells along the upstream and downstream edge of the property must be installed and a benchmark water quality test taken prior to the completion of tank installation.
5. Quarterly dip reports will be required to be submitted to the City Engineer for review. Said quarterly reports will be required no later than 30-calendar days from the end of each quarter. If the quarterly reports show an increase of constituents over the base line obtained prior to the installation of the UST, the developer/owner/operator will be required to immediately mitigate the source of contaminants.

VI. LOCATION AND DESIGN GUIDELINES

Work engaged under this Policy shall also conform to City Trench Standard M-3A, M3-B and M3-C which are to be used collective as M-3A/M-3C or M-3B/M-3C, as well as the information contained in this Policy, inclusive of the Provider's responsibilities regarding maintenance, inspection, repair, and indemnification.

Streets Trench Cut and Moratoriums. All facility deployments or development shall comply with any street trench cut and street trench cut moratorium policy adopted by the City which includes without limitation all trench cut repair requirements for work performed in an existing street or a moratorium street. The current streets trench cut and trench cut moratorium Policy (Streets Trench Cut Plan) is as follows:

1.0 PURPOSE:

All applicants, including but not limited to, property owners, Providers, agencies, developers, contractors and engineers are responsible for providing appropriate repair of streets within public rights-of-way whenever they excavate, bore, micro-tunnel, jack and bore or cut a trench in either existing or newly resurfaced streets for utilities or for any other construction work.

The purpose of this Streets Trench Cut Plan is to protect the City's public street infrastructure by establishing guidelines for cuts in existing streets and those streets that have been recently resurfaced. The goals of the Streets Trench Cut Plan are to:

- minimize pavement degradation;
- maintain structural integrity of street;
- maintain a smooth riding surface for all modes; and
- limit visual impact and perceptions.

2.0 PAVEMENT CUT RESTRICTIONS (MORATORIUM)

2.1 Except as noted in Section 2.2 below, pavement cuts shall not be made in the City's public right-of-way for the following situations (stated timeframes commence from the date of acceptance of the improvements by the City Council), unless waived or modified by the City Engineer:

2.1.1 Any newly constructed or reconstructed street (including full depth reclamation) by City forces, under City contract, or under permit, the pavement surface shall not thereafter be cut or opened for a period of 5 years.

2.1.1.1 Utility Cuts made in streets under a 5-year moratorium will be required to be repaved from the centerline of the street to the lip of gutter or the edge of pavement. The contractor will be required to grind and overlay this section of roadway to a depth of 2-inches. For utilities located within 10-feet of the centerline of the street, the whole street width shall be repaved as noted above. Paving shall be PG64-10 ½-inch aggregate.

2.1.2 Any street has been inlaid or overlaid by City forces, under City contract, or under permit, the pavement surface shall not thereafter be cut or opened for a period of 3 years.

2.1.2.1 Utility cuts made in streets under a 3-year moratorium will be required to be repaved from the centerline of the street to the lip of gutter or the edge of pavement. The contractor will be required to grind and overlay this section of roadway to a depth of 2-inches. For utilities located within 10-feet of the centerline of the street, the whole street width shall be repaved as noted above. Paving shall be PG64-10 ½-inch aggregate.

2.1.3 Slurry-sealed shall not be cut or opened within 1 year.

2.1.3.1 Utility Cuts made in streets under a 1-year moratorium will be required to be reslurried from the centerline of the street to the lip of gutter or the edge of pavement. For utilities located within 10-feet of the

centerline of the street, the whole street width shall be repaved as noted above. Use of Type II Slurry Seal will be required – contact the City for the current repair method regarding Slurry Seal.

- 2.1.4 All traffic striping, markers and marking shall be repaired or replaced to the condition that existed or better, prior to the commencement of work.
- 2.2 Upon written request, permission to cut streets subject to the restrictions in, and in conformance with the requirements of §6.1 above may be granted by the City Engineer for the following conditions:
 - 2.2.1 An emergency situation which endangers life or property or interrupts an essential utility service (e.g. a broken water main, etc.);
 - 2.2.2 Work that is mandated by City, State or Federal legislation;
 - 2.2.3 Potholing for verification of underground utility locations;
 - 2.2.4 Utility service for buildings, facilities, or properties where no other reasonable means of providing utility service exists;
 - 2.2.5 Other situations deemed by the City Engineer to be in the best interest of the general public.
- 2.3 When granting exceptions to this regulation, the City Engineer may impose conditions deemed appropriate to insure the rapid and complete restoration of the street and the surface paving.
- 2.4 To request permission to make a pavement cut in a street subject to the restrictions in §2.1, the applicant must submit a written request to the City Engineer. The request must include:
 - a) the location of the excavation
 - b) description of the work to be performed
 - c) the reason(s) the work was not performed before the street was resurfaced
 - d) the reason(s) the work cannot be deferred until after the restriction period
 - e) the project alternatives that were considered and why there is no reasonable alternative to avoid cutting into a newly resurfaced street.
- 2.5 Trench repairs performed under §2.2 are subject to the approval of the City Engineer and may require extensive street rehabilitation, including but not limited to surface grinding, base and sub-base repairs, or other related work as needed, and may include up to full-width grind and pavement overlay.

3.0 PUBLIC NOTIFICATION:

The City's Engineering Division will make every effort to provide information to notify interested parties of public streets that are, or will become, subject to pavement cut restrictions. The City's Engineering Division will provide a list and/or map of such public streets posted on the City's website, and the list and/or map will be updated at least twice per year to identify those public streets that are currently, or that are soon expected to be, subject to pavement cut restrictions.

4.0 TRENCH CUT PERMIT REQUIREMENTS:

- 4.1 Except for City-initiated repair work, all public utility and privately-initiated work within the public rights-of-way shall obtain an approved off-site improvement plan, a utility plan and/or Right-of-Way Permit issued by the City, unless waived by the City Engineer.
- 4.2 Permittee shall obtain a permit and be responsible for the full cost of plan review, construction inspection, material testing, bonding, and all other City expenses related to the work
- 4.3 Pavement repair, work hours, plan submittal and other requirements shall be as required by and specified in the approved off-site improvement plan, utility plan and/or Right-of-Way Permit.
- 4.4 No permit will be required prior to any emergency repair work. In emergency situations, the involved Provider will be expected to take whatever appropriate action is necessary to address the emergency. The Provider shall apply for a permit no later than 8:00 am of the first normal working day City Hall is open following the start of the emergency repair work for record keeping purposes. The applicable permit fee will be collected at that time.
- 4.5 Street cuts and pavement repair not conducted in accordance with this Streets Trench Cut Plan and applicable permit requirements may be rejected and will be required to be removed and replaced at the direction of the City Engineer at the expense of the Provider.

5.0 TRENCH CUT REPAIR REQUIREMENTS:

For the trench work occurring in areas not within a Streets Trench Cut moratorium area, the actual trench cut will follow the standard T-cut detailed in Standard Drawing M-3A and M-3C or M-3B and M-3C of the City of Oceanside Engineers Design and Processing Manual. The depth of the T-cut shall extend 1-inch below the existing street pavement section; i.e., if the street structural section is 4-inches of asphalt or Portland Cement concrete pavement, the trench repair portion for the width of the trench shall be 5-inches, with 1-inch extending below the 4-inch pavement section. The “T” part of the repair shall be 1 ½-inches in depth and shall follow the requirements outlined below. Repairs will match the pavement type, i.e., asphalt concrete or Portland Cement Concrete pavement surfacing. T-cut repairs on streets under the Streets Trench Cut Plan will follow:

Lateral Cuts – These are generally used to cut into a pre-existing facility to allow for a single connection. This may include full street-width crossings. The “T” part of the repair will extend a minimum of 12-inches from the edge of the trench on each side. Traffic striping, markers and markings shall be repaired or replaced so there is no interruption in these items.

Longitudinal Cuts – These cuts generally run lengthwise in the roadway. Pavement replacement/ restoration limits shall meet and shall include replacement of all removed traffic striping, markers and markings as a result of paving operations:

No. 1 travel lane will require a full width “T” cut repair in addition to the trench cut portion; pavement restoration of the “T” section shall span from the edge of pavement on the left side of the travel lane (or concrete median/lip of gutter) to the right lane line between the No. 1 and No. 2 travel lanes, i.e. full width replacement of pavement. No. 2 travel lane (if a center lane) shall follow the repair method for the No. 1 travel lane and extend lane line to lane line.

Outside travel lane (No. 2 or No. 3 travel lane) “T” section shall span from the left edge of the No. 1 or No. 2 travel lane line to the edge of pavement, lip of gutter, etc., and shall cover any bike lane, parking lane or shoulder area.

If multiple lanes are impacted, the full width of those lanes will be restored as noted above. Impacted bike and parking lanes will be restored to their full width and all traffic striping, markers and markings will be replaced.

Residential streets or two-lane streets will require half-width “T” cut repair from the centerline of the street to the edge of pavement or lip of gutter, and shall include any bike or parking lane. If the utility trench is on the centerline or within 5-feet of the centerline, the half-width repair requirement will apply with an additional 5-foot “T” cut repair required on the opposite side of the centerline of the street.

All traffic striping, markers and markings shall be repaired or replaced so there is no interruption in these items.

6.0 TRENCH CUT CONSTRUCTION METHODS

Paving any section larger than the standard “T” cut as noted in Standard M-3A/M-3C or M-3B/M-3C must be made using a paving machine with continuous asphalt feeds. Cold joints will only be allowed upon written approval by the City Engineer or City Inspector assigned to the project. All paving shall pass the Greenbook compaction requirement of 95% relative compaction.

Paving of trenches that follow Standard M-3A/M-3C or M-3B/M-3C may be achieved via a drag box and hand raking, providing proper Greenbook compaction of 95% relative compaction can be reached.

Dig Once. The City strongly prefers applicants to co-locate their facilities with the facilities of other utilities in joint trenches to reduce the number of excavations within the public rights-of-way, preserve its useful life, efficiently manage and preserve the limited space in the public rights-of-way and minimize the inconvenience to the community. Applicants shall make a documented effort to work with the other utility agencies and the City to co-locate infrastructure in the same trench whenever feasible based on the technology to minimize construction costs, minimize future public disruptions and encourage efficient use of public rights-of-way. The City Engineer may require multiple excavators with overlapping projects to joint trench when technically feasible. If a joint trench is not technically feasible, the City Engineer may require an applicant to use trenchless technologies and/or perform additional restoration work to surfaces subject to multiple street cuts.

Encroachments Over Private Property. No facilities may encroach into, onto or over any private or other property outside the public rights-of-way without the property owner’s express written consent submitted contemporaneously with the application or as otherwise authorized by some other property right such as an easement.

No Interference with Other Uses. Facilities shall not be located in any place or manner that would physically obstruct, unreasonably interfere with, or unreasonably impede any: (1) pedestrian access to travel over sidewalks or soft shoulders; (2) worker access to any surface-mounted or underground infrastructure for traffic control, streetlight or public transportation, including without limitation any curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, barricade reflectors; (3) access to any public transportation vehicles, shelters, street

furniture or other improvements at any public transportation stop; (4) worker access to surface-mounted or underground infrastructure owned or operated by any public or private utility agency; (5) access to any fire hydrant or water valve; (6) access to any doors, gates, sidewalk doors, passage doors, stoops or other ingress/egress points to any building appurtenant to the rights-of-way; (7) access to any fire escape; or (8) access to any public or private property that currently exists or is planned to exist at the time of permit approval.

Location Preferences for Surface-Mounted Facilities. To better assist applicants and decision makers understand and respond to the community’s preferences and values, this subsection sets out listed preferences for locations to be used in connection with any facilities in an ordered hierarchy. Within each numbered location, the City most highly prefers surface-mounted facilities to be deployed on streets not subject to the City’s Streets Trench Cut Plan contained herein. If surface-mounted facilities must be deployed on streets subject to the Streets Trench Cut Plan, the applicant must adhere to the requirements of the Streets Trench Cut Plan. Applications that involve surface-mounted facilities in lesser-preferred locations, including residential zones, may be approved as long as the applicant demonstrates that more preferred alternative locations would be technically infeasible. The City requires surface-mounted facilities in the public rights-of-way to be installed in locations, ordered from most preferred to least preferred, as follows:

- (1) Locations within industrial zones, commercial zones, public/institutional zones, office professional zones, mixed use zones and non-residential zones on, or along, expressways;
- (2) Locations within industrial zones, commercial zones, public/institutional zones, office professional zones, mixed use zones and non-residential zones on, or along, prime arterials;
- (3) Locations within industrial zones, commercial zones, public/institutional zones, office professional zones, mixed use zones and non-residential zones on, or along, major arterials;
- (4) Locations within industrial zones, commercial zones, public/institutional zones, office professional zones, mixed use zones and non-residential zones on, or along, secondary collector streets;
- (5) Locations within industrial zones, commercial zones, public/institutional zones, or office professional zones on, or along, collector streets;
- (6) Locations within industrial zones, commercial zones, public/institutional zones, or office professional zones on, or along, local streets;
- (7) Locations within residential zones on, or along, expressways;
- (8) Locations within residential zones on, or along, prime arterials;
- (9) Locations within residential zones on, or along, major arterials;
- (10) Locations within residential zones on, or along, secondary collector streets;
- (11) Locations within residential zones on, or along, collector streets;
- (12) Locations within residential zones on, or along, local streets.

Additional Requirements for Surface-Mounted Facilities. Surface-mounted facilities create obstructions and may adversely impact the public’s use of rights-of-way for travel, commercial,

recreational and aesthetic purposes. In addition to all other requirements in this Policy, surface-mounted facilities shall:

- (1) Be located off any sidewalk or soft shoulder to the maximum extent technically feasible;
- (2) When placement on the sidewalk cannot be avoided, be placed in a manner that maintains the appropriate path of travel for pedestrians, with particular attention to the needs of persons with disabilities in full compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 *et seq.*), the Fair Housing Act Amendments of 1988, and any other applicable disability/handicap accommodation laws;
- (3) Not be placed on sidewalks or pedestrian pathways with special paving or design features, such as paving stones or inlaid decorations;
- (4) Not be placed in underground utility districts, unless the applicant demonstrates that no other option is technically feasible;
- (5) Not be placed on public rights-of-way adjacent to open space or parks, unless the applicant demonstrates that no other option is technically feasible;
- (6) Not be placed on public rights-of-way adjacent to public schools unless technically not feasible;
- (7) Not be placed on public rights-of-way adjacent to a historic resource, or in a location that would adversely impact the view of a historic resource;
- (8) Be grouped next to any other nearby pre-existing surface-mounted pedestals, cabinets, or other equipment to the maximum extent technically feasible;
- (9) Be concealed from view from the public rights-of-way to the maximum extent technically feasible utilizing landscaping features including but not limited to existing and/or new bushes, retaining walls or other screening methods to blend with the landscape features;
- (10) Manufactured from materials able to be painted in a color and manner approved by the City Engineer or City Planner, including, but not limited to community painting projects subject to separate agreements addressing permittee's liability and maintenance responsibility, or wrapped in a material with a design and colors approved by the City Engineer or City Planner;
- (11) Be placed as close as possible to the property line between two parcels that abut the public rights-of-way;
- (12) Not be placed directly in front of any door or ground-floor window;
- (13) Not be placed within any sight distance triangles at any intersections or driveways/ drive approaches without written concurrence from the City Engineer;
- (14) Not be placed in any location that obstructs view lines for traveling vehicles, bicycles and pedestrians;
- (15) Not be placed in any location that obstructs views of any traffic signs or signals;
- (16) Not be placed in any location that obstructs illumination patterns of existing street lights;
- (17) Be placed at least fifteen (15) feet away from any driveway or drive approach or established pedestrian pathway between a residential structure and the public rights-of-way; and

- (18) Be placed at least fifty (50) feet from any driveway or drive approach for police, fire, emergency medical services or other emergency responder facilities.

VII. TECHNICAL SPECIFICATIONS

All Providers shall adhere to the following technical specifications for utility installation, construction, or replacement.

A. Trench Excavation

General

Trench excavation shall include the removal of all materials or obstructions of any nature which interfere with the construction work, the installation and removal of all shoring and bracing, and the control of storm water in compliance with the Regional MS4 and Regional Water Quality Control Board's NPDES permits, necessary to construct the work. Trenching machines will require mounted water tank, an attached conveyor belt and be in good working condition at all times. Mechanical street sweeping shall be provided to reduce impacts to adjoining properties.

Equipment, materials or debris will not be permitted to be stored on public streets without authorization of the City Engineer.

The trenching or excavation operations shall not extend more than two hundred fifty (250) feet in advance of the pipe installation operations. In existing streets, all open trenches shall be backfilled and capped, with temporary pavement, 2 inches in thickness by the end of the day. Steel trench plates are permitted with permission from the City Engineer. Steel plates shall be ramped to the elevation of the adjacent pavement and secured against movement in any direction by spot welding them together. Ramps shall be temporary asphalt at a maximum slope of 12:1. Steel plates may also be recessed into the surrounding pavement and pinned in place to prevent movement.

Where any trenching operation is to be done through existing pavement, the side lines of the trench shall be sawcut through the existing pavement to neat lines leaving no loosened paving or ragged edges. Concrete slabs located below asphalt overlays shall be sawcut through entirely in a neat, smooth line.

If trench excavation results in a strip of pavement 2-feet wide or less between the edge of the trench excavation and the edge of an existing pavement, adjacent trench, gutter lip, edge of pavement, traffic or bike lane or other traffic marking, the resulting "floating" piece of pavement shall be removed and replaced in conjunction with the trench excavation pavement restoration or repair.

Concrete curbs and gutters shall not be cut without permission of the City Engineer. Crossings under concrete curb, gutter and sidewalk are to be bored unless an open trench is authorized by the City Engineer.

Trench de-watering pumps shall not be discharged to natural drainage channels, drains or sewers. Discharges shall comply with all applicable laws, including but not limited to the National Pollutant Discharge Elimination System and federal, state, regional and local laws and regulations. Additionally, the permittee shall obtain a de-watering permit from the County of San Diego Department of Environmental Health and shall follow all rules and requirements related to the de-watering operations.

Any existing facilities damaged or removed in the course of the work shall be placed in kind or better, including storm drain facilities, ground, pavement surfaces, signs, striping, markings, curb, gutter and sidewalk, trees, landscaping and irrigation, at no expense to the City.

The permittee shall exercise caution to prevent breakage of existing utility laterals or services and shall repair and replace any damage in accordance with City drawings and to the satisfaction of the City Engineer. Permittee shall notify the owner of the utility immediately of any utility damaged during construction. Relocation of utilities due to conflicts is the responsibility of the permittee.

Permittee shall exercise caution when working around traffic signal detector loops, wiring, etc. Any damage shall be repaired immediately at permittee's expense.

The permittee shall request makings from U.S.A. by calling 811 or by submitting a digital request two weeks prior to the start of excavation work; each new segment or work area will require a mark-out request. The permittee shall refresh the request every month until work within that section has been completed. Upon completion of the work, the permittee shall remove the mark-outs as directed by the City Inspector.

Line and Grade Stakes

Line and grade stakes shall be furnished to the City Inspector if noted on the permit. A cut sheet giving the layout and the elevation of the work with respect to said line and grade stakes shall also be provided to the City Inspector. No trenching shall be done until the stakes have been set, and the cut sheets have been approved by the City Engineer. These stakes and marks shall be carefully maintained by the permittee in place until that portion of the work has been completed and inspected by the City Inspector. Stakes that have been disturbed shall be replaced by the permittee. All work shall conform to the cut sheets or approved revisions thereof furnished to the City Inspector.

Staking shall be performed by a California licensed civil engineer who received licensure prior to January 1, 1982, and is authorized to practice land surveying, or a California licensed land surveyor. Depending on the project location and proposed slopes of work to be completed, the use of a laser for grade and alignment control may also be required.

Width of Trench

For conduits less than six (6) inches in diameter, the width of the trench shall be determined by the Provider, subject to the maximum rockwheel trench widths approved by the City Engineer. ***Rockwheel trenches shall be limited to 6-inches.*** For pipelines owned or under the jurisdiction of the City, the minimum trench width shall be as shown on the Standard Utility Trench Detail which shall be shown on the approved plans or attached to the permit. All other trenches shall be a minimum two (2) feet in width.

Notwithstanding anything herein to the contrary, an excavation trench for microtrenching proposed pursuant to California Government Code Section 65964.5 to install a subsurface pipe or conduit for the limited purpose of the installation of underground fiber optic cables and related ancillary equipment such as conduit, ancillary cables, hand holes, vaults and terminals shall be less than four (4) inches in width.

Excavation to Grade

When permitted, excavations shall be made for the installation of utility lines in an open trench except where tunneling, micro-tunneling, boring (including jack and bore with jacking and receiving pits), or

micro-boring may be necessary to bypass obstacles and where such work is specifically permitted by the City Engineer.

The trench shall be excavated and the pipe or conduit shall be laid to plan line and grade, with uniform bearing under the full length of the barrel of the pipe or conduit. Suitable excavations shall be made to receive the socket or collar, which shall not bear on subgrade or bedding. When unstable or rocky trench bottoms are encountered, the trench bottom must be stabilized with imported material. The trench shall be excavated four (4) inches below design depth and backfilled to bedding subgrade with material specified by the owner of the utility as approved by the City Engineer. Any pipe or conduit which is not in true alignment or shows any undue settlement after laying shall be removed and re-laid.

New utilities shall be between thirty-six (36) and forty-eight (48) inches deep, from the pavement surface, unless otherwise approved by the City Engineer; high voltage power line conduit may be required to be installed deeper than forty-eight (48) inches based on discussions with the City Engineer and the electric utility company.

Notwithstanding anything herein to the contrary, an excavation trench for microtrenching proposed pursuant to California Government Code Section 65964.5 to install a subsurface pipe or conduit for the limited purpose of the installation of underground fiber optic cables and related ancillary equipment such as conduit, ancillary cables, hand holes, vaults and terminals shall be less than twelve (12) inches in depth and shall not be more than twenty-six (26) inches in depth.

Horizontal alignment of the new conduit shall be straight and no horizontal deviation of more than six (6) inches will be accepted.

Disposal of Excavated Materials

The materials excavated from the trench shall be placed so as not to obstruct traffic, bicycle and pedestrian access. Gutters and other drainage facilities shall be kept clear or other provisions shall be made for handling street drainage. Stormwater Best Management Practices (BMPs) shall also be used to contain stormwater and to prevent construction materials and debris from entering into the stormwater system.

All excess material shall be disposed of in accordance with State law and local ordinance. No excavated materials shall be stored on City streets overnight.

If material is encountered that is hazardous material as defined in Section 25117 of the California Health and Safety Code, a contractor certified by the California State Licensing board to engage in the removal of the particular hazardous material shall be notified and engaged in the removal and disposal of the material; the site shall be secured in the interim.

All operations shall comply with the National Pollutant Discharge Elimination System in accordance with Federal and State law and local ordinance.

B. Bedding and Backfill, Utility and Permit Trench

Bedding

Bedding shall be defined as that material under the pipe or conduit providing firm and continuous support and protection to the pipe. Bedding materials shall be determined by the utility that owns the pipe or conduit, or shall conform to materials and compaction specified herein.

Unless otherwise specified by the utility owner or recommended by the pipe manufacturer, Bedding material shall be a granular material, free from deleterious materials, having minimum sand equivalent of 20, and conforming to Caltrans Class 1, Type A permeable material per Section 68-1.025 of the Caltrans Standard Specifications, or to a gradation as specified by the City Engineer. Caltrans Class 2 Aggregate Base, ¾" maximum, may be used for bedding material. Bedding material shall be compacted to a minimum ninety-five percent (95%) relative compaction by ASTM D 1557-78 (modified proctor) method or California State Test 216/231, as approved by City Engineer.

Initial Backfill

Initial backfill shall be defined as that material above the bedding, surrounding and over the pipe, providing support and protection to the pipe. The material used for this backfill and the compaction shall be determined by the utility that owns the pipe. Initial backfill shall not exceed twelve (12) inches above the pipe. Unless otherwise specified by the Utility owner, initial backfill material shall be in conformance with "intermediate backfill" specified herein. Initial backfill material shall be compacted to a minimum ninety-five percent (95%) relative compaction determined by tests specified in "Bedding" in these specifications.

Intermediate Backfill

Intermediate backfill shall be defined as that material above the initial backfill, and below the street section. Intermediate backfill in existing streets or roadways shall be one of the following four options, as approved by the City Engineer.

Imported Granular Material

Imported granular material shall be free from deleterious or organic materials, shall have a minimum sand equivalent of 20, and shall conform to Table 201-1.3.2 of the Greenbook. Gradation may be modified as specified in writing by the City Engineer. Compaction shall be as shown on the Standard Utility and Permit Trench Detail and as noted within this Policy.

Aggregate Base Material

Class 2 Aggregate Base may be used for intermediate Backfill pursuant to Greenbook Section 200-2. Intermediate Backfill shall be compacted to a minimum ninety percent (90%) relative compaction to a depth of three (3) feet below finish grade or twenty-four (24) inches below the street structural section, whichever is greater. The remaining depth of this backfill shall be compacted to a minimum ninety-five (95%) relative compaction. Compaction is as determined by tests specified in Section B "Bedding" in these specifications.

Flowable Backfill Material

Flowable backfill shall be self-compacting and may be one of the two following types:

1. Controlled Density Fill (CDF)

CDF shall meet the mix design denoted for Trench Backfill (Mix Design 100-E-100) contained on Table 201-1.1.2 of the Greenbook. Concrete Type II or Type V shall be used consistent with Greenbook Table 201-1.1.3; fly ash shall not be used in the mix design. Admixtures must follow Section 201-1.2.4 or 201-1.2.5.1 of the Greenbook. Air entraining agent shall be per Greenbrook Section 201. CDF shall contain water to be flowable, mixed at a batch plant and transported in a mixer type truck. Unconfined 28-day compressive strength shall be between 50 psi and 150 psi.

2. Sand-Cement Slurry Backfill

Sand-Cement Slurry Backfill shall contain 1 sack (98 pounds) or 1 ½ sack (147 pounds) of cement per cubic yard of mix; the balance shall contain clean sand and water only. Admixtures may be used upon written approval by the City Engineer; fly ash shall not be used when an admixture is approved for use. Water shall be added to be flowable, mixed at a batch plant and transported in a mixer type truck. Unconfined 28-day compressive strength shall be between 50 psi and 150 psi.

Native Granular Backfill Material

Native material for trench backfill shall be used only if determined by the City Engineer as suitable for the backfill installation and shall contain no clay materials. The native material shall not be contaminated by hazardous waste and shall not contain deleterious or organic material.

Native material for trench backfill shall conform to the requirements for backfill as contained in Section 217 of the Greenbook, and as modified herein by the City Engineer.

Testing of material and compaction will be required and will be at permittee's expense. A soils engineer will be required to observe the backfill operation for conformance with the recommended specifications; compaction reports shall be provided to the City Engineer or City Inspector on a daily basis. Compaction shall be as outlined in the Policy. Native material backfill shall be placed in maximum eight (8) inch lifts, uncompacted thickness and compacted to the relative compaction noted in this Policy, unless modified in writing by City Engineer. Jetting or ponding is not allowed; worked performed by jetting or ponding will be rejected at the Provider's expense.

C. **Bedding and Backfill, Rockwheel Trench and Microtrenching**

Rockwheel trenches and microtrenching may be used for the installation for small pipes, conduits or conductors upon written approval from the City Engineer or as required by applicable law. The Provider must request at the time of permit application to use the rockwheel trench method for installation of the utility subject to the following:

Trenching Equipment

Rockwheel trenching and microtrenching machines will require a mounted water tank, an attached conveyor belt and must be in good working condition at all times, free of fluid leaks, and must contain trench debris from the adjacent roadway or rights-of-way. The Provider shall ensure an immediate supply of water for the trencher and street cleaning shall be maintained adjacent to the job site at all times. Mechanical street sweeping shall be provided to reduce impacts to adjoining properties.

Flowable Backfill Material

Flowable backfill shall be self-compacting and may be one of the two following types:

1. Controlled Density Fill (CDF)

CDF shall meet the mix design denoted for Trench Backfill (Mix Design 100-E-100) contained on Table 201-1.1.2 of the Greenbook. Concrete Type II or Type V shall be used consistent with Greenbook Table 201-1.1.3; ***fly ash shall not be used in the mix design***. Admixtures must follow Section 201-1.2.4 or 201-1.2.5.1 of the Greenbook. Air entraining agent shall be per Greenbook Section 201. CDF shall contain water to be flowable, mixed at a batch plant and transported in a mixer type truck. Unconfined 28-day compressive strength shall be between 50 psi and 150 psi.

2. Sand-Cement Slurry Backfill

Sand-Cement Slurry Backfill shall contain 1 sack (98 pounds) or 1 ½ sack (147 pounds) of cement per cubic yard of mix; the balance shall contain clean sand and water only. Admixtures may be used upon written approval by the City Engineer; **fly ash shall not be used when an admixture is approved for use**. Water shall be added to be flowable, mixed at a batch plant and transported in a mixer type truck. Unconfined 28-day compressive strength shall be between 50 psi and 150 psi.

D. Trench Paving

Existing concrete pavements shall be sawcut, removed, and replaced in kind prior to placement of final asphalt surfacing. Reinforcing shall be placed as directed by City Engineer.

Asphalt concrete used in trench paving shall conform to Section 203 of the Greenbook; asphalt concrete shall be PG70-10 for all asphalt except for the upper two (2) inches of the trench cut – the upper two (2) inches as well as the “T” cut portion of the trench shall be PG64-10. Asphalt pavement in the trench shall be flush with the adjoining pavement.

Resurfacing shall be done in a minimum of two lifts with the surface course being a minimum of one (1) inch in thickness. Half-inch (½”) maximum aggregate size may be used for all lifts as approved by the City Engineer. Tack coat shall be applied to vertical surfaces to be paved against and shall be SSI or CSSI type asphalt emulsion. Prime coat shall be used if specified by City Engineer.

Geotextile Fabric shall be placed under the final lift of A.C. pavement as required by the City Engineer, and as shown on Standard M-3B/M-3C for repair of fabric-reinforced streets.

Asphalt Concrete and Aggregate Base shall be compacted to 95% relative compaction determined by tests specified in Section B.1 “Bedding” of these Specifications.

Portland Cement Concrete (PCC) used in trench paving shall conform to Section 202 of the Greenbook. Six (6) inch No. 4 epoxy-coated dowels shall be used in the upper four (4) inches of the trench pavement and shall be embedded three (3) inches into the existing PCC pavement and epoxied in place. Spacing of dowels shall be at every four (4) feet along the trench line. Dowels installed on the opposite side of the trench shall be offset by twelve (12) inches. PCC pavement in the trench shall be flush with the adjoining pavement.

Temporary trench pavement shall be repaired within twenty-four (24) hours of notice from the City. Permanent pavement surfacing shall be restored within thirty (30) calendar days from the date the trenched was backfilled. Traffic striping, markers and markings shall be restored within forty-five (45) calendar days from the date the trench was backfilled.

Future permits will be held up in the event of non-payment for work completed by the City.

E. Compaction Methods

Backfill, except for flowable backfills, shall be mechanically compacted by means of tamping rollers, sheepsfoot rollers, pneumatic tire rollers, vibrating roller, or other mechanical tampers. All such equipment shall be of a size and type approved by the City Engineer and shall be suitable for the work to be completed and the size of trench where work is to be compacted.

Mechanically compacted backfill shall be placed in horizontal layers of eight (8) inches in uncompacted thickness. Each layer shall be evenly spread, moistened (or dried, if necessary), and then tamped or rolled until the specified relative compaction has been attained. Trench compaction will be tested in minimum of every twelve (12) inches in post-compacted lifts. Frequency and locations of compaction tests will be done as directed by the City Engineer. If the specified compaction is not reached, the layers of non-compliance will be removed and the thickness of the layers or the compaction methods will be adjusted to achieve the specified compaction.

Jetting or ponding of trenches is not allowed.

Flowable backfills shall be placed in a uniform manner that will prevent voids in, or segregation of the backfill, and will not float or shift the backfill.

Testing of all materials and compactions shall be as required by the City Engineer and shall be at permittee's expense.

VIII. STANDARD CONDITIONS OF APPROVAL

Standard Conditions. The following conditions shall be in addition to any conditions imposed on the temporary construction activities undertaken in connection with the facility(ies) covered by each such permit and remain in effect at all times while the facility(ies) covered by each such permit remain within the City's rights-of-way. These conditions shall be attached and incorporated into the permit issued by the City. These conditions shall be effective when the permittee accepts the permit issued by the City.

Permit Term. This permit shall be valid for the time period noted on the permit. If work has not begun within said time period or an extension of time has not been authorized by the City Engineer in the City Engineer's sole discretion, this permit shall expire and become void. The permittee shall be required to re-apply for the same or similar permit including payment of all applicable fees.

No Property Rights Created. This permit grants the permittee only a non-possessory, non-exclusive and revocable right to enter onto and to use the public rights-of-way in accordance with the terms and conditions in the OMC, this permit and any other permits or regulatory authorizations issued by the City. The permittee expressly acknowledges and agrees that: (1) this permit neither creates nor will be deemed to have created any leasehold, easement, franchise or any other possessory interest (whether present, future, contingent or otherwise) or real property interest whatsoever in the right-of-way or any other City property; (2) this permit is not coupled with an interest; (3) the City retains legal possession and control over all City property for the City's municipal functions, which will be superior to the permittee's rights and interest, if any, in any such City property covered by this permit at all times; (4) subject to the terms and conditions in the OMC, this permit and any other applicable laws, the City may terminate this permit, in whole or in part, at any time; (5) the City may enter into any agreement with third parties to use and/or occupy the public rights-of-way and/or any City property, whether in the City's regulatory or proprietary capacity as the case may be; and (6) this permit neither creates nor will be deemed to have created any partnership or joint venture between the City and the permittee.

Unlawful Uses; Nuisances. The permittee shall not use the facilities authorized by this permit, in whole or in part, in any unlawful manner or for any illegal purpose. In addition, the permittee shall not use the facilities authorized by this permit, in whole or in part, in any

manner that constitutes a nuisance as determined by the City in its reasonable discretion. The permittee shall take all precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the public rights-of-way.

Safety. The permittee shall at all times employ reasonable care, within the meaning of applicable laws, and shall install, inspect, maintain and use commonly accepted methods and devices for preventing failures and accidents that may cause damage, injury or nuisance to the public. The permittee shall construct, inspect, operate and maintain its facilities so as not to endanger or interfere with improvements the City shall deem reasonably appropriate to make, consistent with applicable laws, or to interfere in any manner with the public rights-of-way or legal rights of any property owner or to unnecessarily hinder or obstruct pedestrian or vehicular traffic. The permittee shall not place its facilities, equipment or fixtures where they will interfere with any gas, electric, telephone, telecommunications, communications, water, sewer or other utility facilities, obstruct or hinder in any manner such entity's use of any public rights-of-way, or otherwise in any manner incommode the public rights-of-way.

USA 811/DigAlert. The permittee warrants and represents to the City that the permittee is presently a member in good standing with the Underground Service Alert (USA 811) or will call 811 prior to the start of any work if not a utility. The permittee shall maintain current membership in USA 811 at all times while facilities remain within the public rights-of-way. Prior to any excavation performed in the rights-of-way, permittee shall observe and perform all notice and other obligations required under applicable laws, which includes, without limitation, California Government Code § 4216 *et seq.*, as may be amended or superseded.

All underground contractors must have a USA 811 inquiry number. Permittee will continue to respond to DigAlert requests to mark all facilities, whether in use or abandoned for as long as such facilities remain in the public rights-of-way, including after abandonment regardless of whether such abandonment was authorized by the City. Permittee will renew the 811 markings every two weeks there is activity within the public rights-of-way. No work in the public rights-of-way is to occur without prior contact with 811 and without utility and underground mark-outs being present.

City Fees; Cost Reimbursement

Standard Fees. The permittee shall pay all required City fees including, without limitation, processing, field marking, plan review/checking, engineering and inspection fees in accordance with the published rates in effect at the time of permit issuance.

Right to Cost Reimbursement. The City shall be entitled to recover from the permittee the actual, reasonable and documented costs to provide or perform any services in connection with this permit, which includes without limitation any costs incurred by City staff or the City's contractors, consultants and experts to review permit applications, issue permits or supervise or inspect any construction, installation or other work in connection with this permit. The permittee's payment of any fees in connection with any permit shall not relieve the permittee of its obligation to reimburse the City for any and all actual, reasonable and documented costs incurred by the City in the future.

Nonpayment. The City shall be entitled to withhold issuance of any permits or approvals based on the permittee's nonpayment of any required fee or accrued costs. The City's acceptance of any payment less than the full amount due shall not be construed as an accord and satisfaction. The City shall not be obligated to issue any permits based on any partial or incomplete payments.

Revenue Generating Fees. Subject to the representations by the permittee as to its status as a telephone corporation, and in accordance with California Public Utilities Code §7901, in its current form and as currently interpreted by California courts with competent jurisdiction, the City shall not impose, and the permittee shall not be required to pay, any revenue-generating fees in connection with its use or occupancy of the public rights-of-way for the provision of telephone services. The permittee's rights to use the City's rights-of-way free from any revenue-generating fee imposed by the City is based on the permittee's certificate of public convenience and necessity (CPCN) and the permittee's representations to the City that it will use the City's rights-of-way solely to provide telephone service to the public (or other such users as to be effectively available to the public) in accordance with the permittee's CPCN. The City expressly reserves the right, in addition to all other rights the City has now or may have in the future, to revoke or amend this permit, in whole or in part, and require the permittee to comply with any lawful requirements, which may include full fair and reasonable compensation to the City for the permittee's use and occupancy on, over, under or in the City's rights-of-way if: (1) the permittee uses the facilities for any purposes other than to provide telephone services of any other purposes not sanctioned by the permittee's CPCN; or (2) the City determines that applicable laws, which includes without limitation California Public Utilities Code § 7901 as may be amended or superseded in the future, do not preclude the City's right to impose any other lawful requirements not contained in this permit or these standard conditions. The foregoing condition is not applicable to a permittee subject to DIVCA that represents its status as DIVCA certificate holder to use the City's rights-of-way. The foregoing condition is not applicable to permittees that do not represent their status as telephone corporations or DIVCA certificate holders that are subject to franchise agreements or other applicable law to use the City's rights-of-way.

Installation, Construction, Excavation and Other Work

Display of Permits. All permits issued by the City must be kept on the job site at all times for inspection by the City. All permits, approvals or authorizations issued by other local, state or federal entities with jurisdiction over the public rights-of-way or work performed must be kept on the job site at all times for inspection by the City.

General Work Standards. The permittee shall perform all installation, construction, excavation and other work in connection with the facilities (i) in accordance with the terms and conditions in the OMC, this Policy, this permit, the Greenbook, the Streets Trench Cut Plan and any other applicable laws; (ii) at the permittee's sole cost and expense, and at no cost to the City; (iii) in strict compliance with the approved plans, specifications and conditions associated with this permit; (iv) in a safe, diligent, skillful and workmanlike manner; and (v) to the City Engineer's reasonable satisfaction.

Timing of Works. The permitted hours of work within the public rights-of-way are as designated by the City Engineer and stated on this permit. Work performed by or on

behalf of the City shall have priority over the work authorized under this permit. The permittee shall coordinate his work with the City. The permittee shall not delay the City of City's contractor in the performance of their work.

Other Regulatory Approvals. The permittee shall comply with all regulations of the California State Department of Transportation for any work done in a state right-of-way and shall comply with all regulations of the Federal Rail Administration and/or local rail authority for any work performed in railroad rights-of-way. The permittee shall obtain approval or permission from the California State Department of Transportation and all other agencies and jurisdictions as applicable and provide a copy of such approvals or permissions to the City Engineer prior to the start of any work.

Contractors and Subcontractors. The permittee shall use only qualified and trained persons and appropriately licensed and insured contractors and subcontractors for all installation, construction, excavation or other work performed on or about the public rights-of-way. At least five (5) business days before any installation, construction or other work commences on or about the public rights-of-way, permittee shall provide the City with a list with all the names, license numbers and contact information for all contractors or subcontractors who will perform the installation, construction, excavation or other work.

Excavation Monitoring and Protection. All excavations shall conform to the requirements of the State of California Division of Occupational Safety and Health. Any excavation performed in the public rights-of-way must be monitored by the permittee for any lateral movement, trench failure, and other similar hazards. The permittee shall, at the permittee's sole cost and expense, repair any damage (which includes without limitation any subsidence, cracking, erosion, collapse, depression, weakening, pothole, loss of pavement and/or loss or reduction in lateral or subjacent support) to the public rights-of-way, any adjacent private property, any utility lines or systems (whether overhead or underground) and any sewer and/or water lines or systems resulting from or in connection with any excavation by the permittee or its agents. All repair or restoration work performed pursuant to this condition shall be performed under the City Engineer's supervision and to the City Engineer's reasonable satisfaction. The provisions in this condition shall survive the permit's revocation, termination or expiration.

Mailed Public Notice. At least five (5) business days prior to commencing any work authorized under a permit, the permittee shall provide written notice by mail about the permitted work to all properties and real property owners as shown on the most recent equalized assessment roll located within fifty (50) feet of the perimeter of the work area measured laterally in both directions and on both sides of the street. Mailed notice will be deemed given to real property owners when sent to the address listed on the most recent equalized assessment roll. Unless the City Engineer or the permit expressly provides otherwise, the mailed notice shall contain the following information: (1) the name of the permittee; (2) the name of any contractor(s) and subcontractor(s) performing work on behalf of the permittee; (3) a telephone number where permittee can be reached during the hours of the permit; (4) the duration of the work permitted including start and stop dates and hours of use; (5) a geographic description of the work area occupied under the permit; (6) a brief description of the

work authorized by the permit; (7) the permit number; and (8) the Engineering Division's telephone number. Adjacent property owners must be notified by the permittee at least 72 hours in advance of any disruption of access from the public rights-of-way to their properties.

Traffic Control Measures. The permittee shall furnish and maintain all devices for pedestrian, bicycle and vehicular traffic safety in compliance with the approved traffic control plans. Access to public and private property adjacent to the public rights-of-way shall be maintained in accordance with the approved traffic control plans. The permittee shall ensure passage for emergency vehicles over and at the work site in accordance with the approved traffic control plans.

Notice to City Departments. The permittee shall notify Police, Fire and Public Works Departments at least 48 hours in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic. At least one-week's advanced notice to the Police, Fire and Public Works Departments is required for any street closure, as may be permitted in writing by the City Engineer in the City Engineer's sole discretion.

Inspections. The City shall have the right to inspect the permittee's facilities at any time during any construction, installation or other work in connection with any permit. Work completed without inspection by the City Inspector shall not be accepted or deemed accepted by the City and shall be removed and replaced at the permittee's sole cost and expense. The permittee shall notify the City Inspector 48 hours prior to beginning work. Notice to the City Inspector for work being done on an emergency basis shall be given within 4 hours of beginning work. If notice cannot be given because the office is closed, notice shall be given within 4 hours of the start of the next business day. The permittee shall give the City Inspector 24 hours' notice prior to inspection. If the job has been interrupted for one day or more, the permittee shall re-notify the City Inspector 24 hours prior to the resumption of work. Within five (5) business days after the permittee completes any installation, construction, excavation or other work, the permittee shall provide the City with a written notice that confirms the precise locations and dates on which the permittee completed the work. Additionally, if the permittee is not a utility provider holding a CPCN or DIVCA certificate registered with the CPUC, within five (5) business days after the permittee completes any electrical work, the permittee shall, at the permittee's sole cost and expense, have a licensed electrician, selected by the permittee from the City's list of pre-approved contractors, provide the City with a written report verifying that the permittee's electrical work associated with the facilities was completed in strict compliance with all applicable electrical regulations, laws and codes, which may include, without limitation, the utility service provider's standards, specifications and/or other requirements; the OMC; the National Electric Safety Code; the California Building Code and the California Electric Code, as either may be adopted by the City with any legally permitted amendments. The City shall have the right to inspect the permittee's facilities at any time after the permittee completes any construction, installation or other work in connection with any permit. If the City discovers any defects or non-compliant conditions in connection with the permittee's facilities, the permittee shall, at the permittee's sole cost and expense, correct any such defects and conditions within the time period specified in the written notice from the City, or as otherwise stated in this Policy. If no time period is specified in the written notice

or this Policy, the default time for such corrections shall be 30 calendar days from the date of the written notice; provided, however, that defects or non-compliant conditions that threaten public health and safety or threaten to cause imminent property damage shall be immediately corrected by the permittee. Such period may be extended by the City at its sole discretion upon written request from the permittee where the permittee shows good cause as to why additional time is reasonably required to complete the necessary work. The permittee shall promptly reimburse the City for all actual, reasonable and documented costs incurred in connection with any inspections or re-inspections by the City. The City's final inspection will occur after: (i) all surface improvements have been restored; (ii) all construction debris, excess materials, traffic control devices, and equipment have been removed; and (iii) the site has been cleaned and rendered safe for pedestrian and vehicular traffic by the City Engineer. Any work performed by the permittee without an inspection is subject to rejection and removal by the City at permittee's expense in accordance with applicable laws.

As-Built Plans (Record Drawings) and Maps. Within thirty (30) calendar days after the permittee notifies the City that the work has been completed (or such other time as may be specified by the City Engineer in writing), the permittee shall file as-built plans (record drawings) and maps in a format specified by the City Engineer. In addition to any format required by the City Engineer, all as-built plans (record drawings) and maps shall include digital copies in a native format compatible with the City's document management system, GIS and/or other digital information management systems. The permittee's as-built plans (record drawings) and maps must show the accurate location and dimensions for all facilities. The maps shall be provided in shape files suitable for integration into the City's GIS database. The City shall have the right to reject any as-built plans (record drawings) or maps for cause, in which case the permittee shall file revised as-built plans (record drawings) and/or maps within thirty (30) calendar days after notice from the City (or such other time as may be specified by the City Engineer in writing). The City shall not close the permit until the as-built plans (record drawings) and maps required in this condition have been provided by the permittee and accepted by the City.

On-going Inspection, Maintenance and Repairs

General. The permittee shall be solely responsible for all inspections and for any repairs or maintenance required to keep its facilities in a clean, safe and code-compliant condition. The permittee, at its sole cost and expenses, shall complete all inspections and shall complete any repair damage to its facility within: (i) thirty (30) calendar days after the permittee discovers or receives written or verbal notice from the City that such damage exists; or (ii) immediately if such repairs are necessary to preserve life or property. All repairs or restoration work performed pursuant to this condition shall be performed under the City Engineer's supervision and to the City Engineer's satisfaction. The permittee shall assume all responsibility for restoration, repair and/or replacement of its facilities should any part of its facilities be damaged by root intrusion by a City tree or landscaping.

Graffiti. The permittee shall be solely responsible for graffiti removal on its facilities within the public rights-of-way. The permittee, at its sole cost and expenses, shall remove any graffiti from its facilities within ten (10) calendar days after the permittee discovers or receives written or verbal notice that such graffiti exists on its facilities.

Routine Inspections. The permittee shall regularly inspect its facilities, at least once every 12 months, to assess its compliance with the requirements in this Policy and the OMC, this permit and other applicable laws and determine the need for maintenance and/or graffiti abatement.

Damage to Landscape Features. The permittee shall replace any public or private landscape features damaged or displaced by the construction, installation, excavation operation, maintenance or other work performed by the permittee or at the permittee's direction in connection with this permit and/or the facilities. If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select, plant and maintain replacement landscaping in an appropriate location for the species. Only International Society of Arboriculture certified workers under the supervision of a licensed arborist shall be used to install the replacement tree(s). Any replacement tree must be substantially the same size as the damaged tree or as otherwise approved by the City. If the permittee does not replace such damaged or displaced landscape features, including trees, the permittee shall pay in-lieu fees to the City for such replacement required by this condition; such in-lieu fee shall be based on the City's actual, reasonable and documented costs for such landscape replacement.

Facility Identification. The permittee shall permanently affix a sign on each surface-mounted and above-ground facility within the City's right-of-way that contains the permittee's (1) name, (2) facility-specific identification information, and (3) telephone number to be used to report damage, required maintenance, graffiti or other similar matters to the permittee about the facility. Such signage must be displayed in a conspicuous manner, aesthetically consistent with the facility and maintained and/or replaced as may be necessary.

Liability

Generally. Each permittee shall be responsible for the work performed and completed operations in connection with the permit and shall be liable for any consequences that result from the installation, construction, excavation or other work and any condition thereof. The permittee shall not be excused from such responsibility and liability based on any permit issuance, inspection, repair, suggestion, approval or acquiescence by any person affiliated with the City.

Consequential, Indirect or Punitive Damages. Without limiting any indemnification obligation placed on the permittee or other waivers contained in the OMC, this Policy or this permit, the permittee fully releases, waives and discharges forever any and all claims against the City for consequential and incidental damages that may arise from or in connection with any permit or permittee's use on, in, under or about the City's rights-of-way, which includes, without limitation, any lost profits related to any disruption to the permittee's facilities, any interference with uses or operations conducted by the permittee, from any cause whatsoever, and each party covenants not to sue for such damages the City, the City's departments and each other's agencies, officers, directors and employees, and all persons acting by, through or under them. Notwithstanding the foregoing, the foregoing waiver by the permittee shall not apply to consequential or indirect damages that may arise from the City's sole active negligence or willful misconduct.

No Personal Liability for City Personnel. In no event will any City council, commission, board, agency, member, officer, employee, consultant, volunteer or other agent be personally liable to the permittee, its successors or assigns, for any default, breach, other nonperformance or unpaid sum by the City. The provisions in this condition shall survive this permit's revocation, termination or expiration.

Indemnification

Permittee's Indemnification Obligations. The permittee, for itself and its successors and assigns, shall indemnify, defend and hold the indemnified City parties harmless from and against any and all claims, incurred in connection with or arising in whole or in part from any act or omission by the permittee or its agents, licensees, customers or invitees in connection with any permit or any regulatory approvals, but except to the extent that such a claim is caused by the City's sole active negligence or willful misconduct. Permittee's obligations under this condition include, without limitation, all reasonable fees, costs, and expenses for attorneys, consultants and experts, and the City's actual and reasonable costs to investigate and defend against any claim. The permittee expressly acknowledges and agrees that: (a) the permittee has an immediate and independent obligation to defend any indemnified City parties from any claim that actually or potentially falls within this condition, even when the allegations in the claim are or appear to be groundless, fraudulent or false; and (b) the permittee obligations arise at the time any indemnified City parties tender a claim to the permittee and, to the extent that such claim actually falls within this condition, continue until such claim's final, non-appealable resolution. The permittee's obligations under this condition shall not be limited by any provision of insurance coverage that either the permittee or the City may have in effect during any permit and shall survive any permit's revocation, termination or expiration.

Permittee's Defense of the City. In the event that any claim is brought against any indemnified City parties in connection with any subject matter for which any indemnified City parties are indemnified by the permittee under any permit, the permittee shall, upon written notice and at the permittee's sole cost and expense, resist and defend against such claim with competent and experienced legal counsel reasonably acceptable to the City. The City shall not unreasonably withhold or delay its consent to legal counsel selected by the permittee; provided, however, that the City may reject any proposed legal counsel that : (a) is not duly licensed to practice law in the State of California by the State Bar of California; (b) has any past or pending disciplinary actions by any United States tribunal or state bar association; or (c) has any actual or potential conflicts of interest with any indemnified City parties who would be represented by such proposed legal counsel. The permittee shall not, without the City's written consent, enter into any compromise or settlement agreement on any indemnified City party's behalf that: (x) admits any liability, culpability or fault whatsoever on any indemnified City party's part; (y) requires any indemnified City party to take or refrain from any action, which includes without limitation any change in the City's policies or any monetary payments; or (z) does not include any unconditional release of all claims. Nothing in these conditions shall be construed to limit or preclude any indemnified City parties or their respective legal counsel from cooperating with the permittee and/or participating in any judicial, administrative, alternative dispute resolution or other litigation or proceeding. The permittee's

obligations under this condition shall not be limited by any provision of insurance coverage that either the permittee or the City may have in effect during any permit and shall survive any permit's revocation, termination or expiration.

Insurance

Types; Amounts. The permittee shall obtain and maintain insurance of the types and amounts described herein for the term of this permit or as long as the permittee's facilities remain in the public rights-of-way subject to the completion of any removal or restoration requirements, whichever is longer. Additionally, the permittee shall require its contractors and subcontractors to obtain and maintain insurance of the types and in the amounts described herein for the duration that such contractors and subcontractors perform any work in the public rights-of-way and such insurance must cover the City, the contractors and subcontractors. If any of the required insurance contains a general aggregate limit, such insurance shall apply separately or be no less than two times the specified occurrence limit unless an aggregate limit is specified herein.

Commercial General Liability Insurance. The permittee shall obtain and maintain commercial general liability insurance (CGL) on Insurance Services Office Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount not less than \$2,000,000 per occurrence and subject to an annual aggregate of \$4,000,000. If limits apply separately to this project (CG 25 03 or CG 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured versus insured claims or contractual liability. CGL insurance must include coverage for the following: Bodily Injury and Property Damage; Personal Injury/Advertising Injury; Premises/Operations Liability; Products/Completed Operations Liability; Aggregate Limits that Apply per Project; Explosion, Collapse and Underground (UCX) exclusion deleted; Contractual Liability with respect to the permit; Broad Form Property Damage; and Independent Contractors Coverage. The policy shall contain no endorsements or provisions limiting coverage for: (i) contractual liability; (ii) cross liability exclusion for claims or suits by one insured against another; (iii) products/completed operations liability; (iv) prior work; (v) action over claims; or (vi) contain any other exclusion contrary to the conditions in this permit. Completed operations coverage shall be maintained in effect for the benefit of the City for a period of two (2) years following the completion of the work specified in the permit. All defense costs shall be outside the limits of the policy. If the permittee, contractor or subcontractor maintains higher limits than the limits shown herein, the City shall be entitled to coverage for the higher limits maintained by the permittee, the contractor, and/or subcontractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. Any excess of umbrella policies used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the permittee's, contractor's or subcontractor's primary policy.

Business Automobile Liability Insurance. The permittee shall obtain and maintain business automobile liability insurance on Insurance Services Office Form Number CA 00 01, or a substitute form providing equivalent coverage, covering Code 1 (any auto), with a limit not less than \$1,000,000 per accident for bodily injury and property damage.

Worker's Compensation and Employer's Liability Insurance. The permittee shall certify that it is aware of the provisions of California Labor Code § 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of said code, and further certifies that the permittee will comply with such provisions before commencing work under this permit. To the extent the permittee has employees at any time during the term of this permit, at all times during the performance of the work under this permit, the permittee shall obtain and maintain worker's compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with a limit not less than \$1,000,000 per accident for bodily injury or disease. The permittee, contractors and subcontractors shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Professional Liability (Errors and Omissions) Insurance. The permittee shall obtain and maintain professional liability (errors and omissions) insurance appropriate to the permittee's profession, with a limit not less than \$2,000,000 per occurrence or claim. The insurance shall be endorsed to include contractual liability applicable to this permit and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the permittee. "Covered Professional Services" as designed in the policy must specifically include work performed under this permit. If approved by the City's Risk Manager, the permittee may satisfy this requirement with evidence that its contractor's or subcontractor's insurance policies meet the requirements in this condition. All defense costs shall be outside the limits of this policy. If permittee, contractor or subcontractor(s) maintain higher limits than described herein, the City shall be entitled to coverage for the higher limits maintained by the permittee, contractor or subcontractor(s).

Contractor's Pollution Liability Insurance. The permittee shall obtain and maintain at its expense Contractor's Pollution Liability Insurance including contractual liability coverage to cover liability and legal expenses arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by the permittee, contractor or subcontractor resulting from pollution conditions associated with the facility with a limit of not less than \$2,000,000 each occurrence single limit for bodily injury and property damage.

Claims-Made Policies. If the permittee maintains any required insurance under a claims-made form, the permittee shall maintain such coverage continuously throughout the permit term and, without lapse, for at least three (3) years after the permit term expires so that any claims that arise after the expiration in connection

with events that occurred during the permit term are covered by such claims-made policies.

Umbrella or Excess Liability Policy. If an umbrella or excess liability insurance policy is used to satisfy the minimum requirements for Commercial General Liability Insurance or Business Automobile Liability Insurance coverage listed herein, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be “pay on behalf” with defense costs payable in addition to policy limits. The other insurance section of the umbrella or excess liability policy shall specify that it is primary and noncontributory to any insurance held by the City.

Self-Insured Retentions. Any self-insured retentions are the responsibility of the permittee and must be declared to and approved by the City. At the option of the City, either (i) the insurer shall reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and representatives; or (ii) the permittee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Additional Insured; Separation of Insureds. The required commercial general liability and business automobile liability insurance shall name the City, its elected officials, officers, employees, agents, consultants and volunteers as additional insureds with respect to work performed by or on behalf of the permittee, contractors or subcontractors, including materials, parts, or equipment furnished in connection therewith. The additional insured endorsement shall be an ISO Form 20 10 11 85 or an ISO Form 20 10 10 01 and 20 37 10 01, or their equivalent. The required insurance shall contain standard separation of insureds provisions and shall contain no special limitations on the scope of its protection to the City, its elected officials, officers, employees, agents, consultants and volunteers.

Primary Insurance. The required insurance shall be primary with respect to any insurance or self-insurance programs covering the City, its elected officials, officers, employees, agents, and volunteers as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to the City.

Certificates. Before the City issues any permit, the permittee shall make available to the City insurance certificates, in a form satisfactory to the City, that evidence all the coverage required above if a current and valid insurance certificate is not already on file with the City. In addition, the permittee shall promptly make available in the presence of the permittee’s representative complete copies of all insurance policies upon a written request by the City. Any failure by the permittee to comply with insurance requirements before permit issuance shall not relieve the permittee of any of its insurance related obligations, nor constitute any waiver of such requirements, and permittee shall provide insurance certificates and comply with all insurance conditions immediately and, in any event, before commencing construction.

Term; Cancellation Notice. The permittee shall maintain the required insurance throughout the permit term and shall replace any certificate, policy, or endorsement which will expire prior to that date. The permittee shall ensure any contractors and/or

subcontractors who perform work for the permittee in the public rights-of-way also maintain the required insurance. The permittee shall provide the City thirty (30) calendar days prior written notice of cancellation except for non-payment of premium for which a ten (10) calendar day notice will be provided for all applicable policies. The permittee shall promptly take action to prevent cancellation or suspension, reinstate cancelled coverage or obtain coverage from a different qualified insurer.

Insurer Rating. Unless approved in writing by the City, all required insurance shall be placed with insurers authorized to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

Self-Insurance. The City may accept self-insurance only when the permittee provides the City's Risk Manager with a bond or other surety in a form acceptable to the City's Risk Manager and at least as broad as the requirements specified herein.

Alternative Insurance Policies. The City recognizes that a permittee may carry one or more insurance policies that may provide equivalent or superior coverage as compared to the policies described herein, or the permittee may be required to carry similar or superior policies by reason of a statewide franchise. Notwithstanding anything in these conditions to the contrary, the City may accept alternative insurance policies carried by the permittee so long as the policy(ies) are in a form acceptable to the City's Risk Manager and at least as broad as the requirements specified herein and as determined by the City's Risk Manager.

Hazardous Materials

Compliance with Environmental Laws. The permittee covenants and agrees that neither the permittee nor its agents, or invitees will cause or permit any hazardous material to be transported to or from or be brought upon, kept, used, stored, generated, disposed of or released in, on, under or about the public rights-of-way or any other City property, in whole or in part, or transported to or from any City property in violation of any law in relation or connection to industrial hygiene, environmental conditions or hazardous materials ("environmental laws"), except that the permittee may use small quantities of hazardous materials as needed for routine operation, cleaning and maintenance of the permittee's facilities that are customarily used for routine operation, cleaning and maintenance of such facilities and so long as all such hazardous materials are contained, handled and used in compliance with all environmental laws. As used in these conditions, "hazardous material" means any material that, due to its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any local, regional, state or federal body with jurisdiction and responsibility for issuing regulatory approvals in accordance with applicable laws to pose a present or potential hazard to human health, welfare or safety, or to the environment. The term "hazardous material" as used in these conditions will be broadly construed, and includes, without limitation, the following: (i) any material or substance defined as a "hazardous substance" or "pollutant" or "contaminant" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 *et seq.*) or California Health & Safety Code § 25316; (ii) any "hazardous waste" listed under California Health & Safety Code § 25140; or (iii) any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

Hazardous Materials Release Notice. The permittee shall promptly notify the City if and when the permittee learns or has reason to believe any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of hazardous materials (each such event, a “release”) has occurred in, on, under or about the public rights-of-way or other City property caused by the permittee, its agents or its invitees, however, no violation may be declared by the City pursuant to this condition unless the permittee has actively concealed the hazardous material release from the City after the permittee learns or has reason to believe that the hazardous material release has occurred. The permittee will not be deemed to have assumed liability for any such release by giving such notice, except that the permittee may be liable to the extent that such release was caused by or arose in connection with the permittee’s or its agent’s or invitee’s acts, omissions, or negligence.

Permittee’s Hazardous Material Indemnification Obligations. If the permittee breaches any obligations contained in this condition, or if any act, omission or negligence by the permittee or its agents or invitees results in any contamination on or about the public rights-of way or other City property, or in a hazardous material release from, on, about, in or beneath the public rights-of-way or any other City property, in whole or in part, or any environmental law violation, then the permittee, for itself and its successors and assigns, shall indemnify, defend and hold the City and any indemnified City parties harmless, from and against any and all claims (including damages for decrease in value of the public rights-of-way or other City property, the loss or restriction of the use of usable space in the public rights-of-way or other City property and sums paid in settlement of claims, reasonable attorney fees, consultants’ fees, experts’ fees and related costs) that arises during or after the term of any permit related to or in connection with such release or violation; provided, however, the permittee shall not be liable for any claims to the extent such release or violation was caused by the City’s sole active negligence or willful misconduct. The permittee’s indemnification obligation includes all costs incurred in connection with any activities required to investigate and remediate any hazardous material brought or released onto the public rights-of-way or other City property by the permittee or its agents or invitees and to restore the public rights-of-way or other City property to its condition prior to such introduction or release, or to correct any environmental law violation. The permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other indemnified City parties from any claim that actually or potentially falls within this indemnity provision even if the allegations supporting the Claim are or may be groundless, fraudulent or false, and that said obligation arises at the time such claim is tendered to the permittee by the indemnified City party and, to the extent the claim falls within this provision, continues until the claim is finally resolved. Without limiting the foregoing, if the permittee or any of its agents or invitees causes any hazardous material release on, about, in or beneath the public rights-of-way or other City property, then in any such event the permittee shall, promptly, at no expense to any indemnified City party, take any and all necessary actions to return the public rights-of-way and/or other City property, as applicable, to substantially the same condition existing prior to such hazardous material release on the public rights-of-way or other City property or otherwise abate the release in accordance with all environmental laws, except to the extent such release was caused directly by the City’s gross

negligence or willful misconduct. The permittee shall afford the City a full opportunity to participate in any discussions with regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding that involves the hazardous material release covered under this condition. Notwithstanding the foregoing or any other provision in the OMC, this Policy, or this permit, the permittee shall not be liable or responsible for environmental or industrial hygiene conditions that existed before the issuance of the applicable permit, or that otherwise did not result from the activities of the permittee. The permittee's obligations under this condition shall not be limited by any provision of insurance coverage that either the permittee or the City may have in effect during any permit and shall survive any permit's revocation, termination or expiration.

Taxable Possessory Interest. The permittee agrees to pay when due (and prior to delinquency) any and all taxes, assessments, charges, excises and exactions whatsoever, including without limitation any possessory interest taxes, that arise from or in connection with the permittee's use within the public rights-of-way or the permittee's facilities that may be imposed on the permittee under applicable laws. The permittee shall not allow or suffer any lien for any taxes, assessments, charges, excises or exactions whatsoever to be imposed on the public rights-of-way or the permittee's facilities. In the event the City receives any tax or assessment notices on or in connection with the public rights-of-way or the permittee's facilities, the City shall promptly (but in no event later than thirty (30) calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount directly attributable to the permittee's facilities. The permittee understands and acknowledges that any permit may create a possessory interest subject to taxation and that the permittee will be required to pay any such possessory interest taxes. The permittee further understands and acknowledges that any sublicense or assignment under any permit and any options, extensions, or renewals in connection with any permit may constitute a change in ownership for taxation purposes and therefore result in a revaluation for any possessory interest created under the permit.

Records. The permittee shall maintain throughout the term of any permit, and for at least four (4) years after any permit expires or terminates, the following records in an electronic format: (1) identification information and physical location including but not limited to a physical address and GPS coordinates for all facilities within the City's territorial and/or jurisdictional boundaries; (2) a ledger or other similar document that contains the amount, payment date and reason for all sums paid to the City in connection with this permit and the facilities covered by this permit; (3) true and correct copies of all as-built plans (record drawings), maps and regulatory approvals in connection with the facilities; (4) proof of insurance and other related documents required to be carried and maintained under this permit; and (5) all correspondence with the City in connection with any matter related to any permit. The records identified in (1) and (3) shall be maintained for the duration that the facilities are located in the public rights-of-way, including after abandonment. To determine whether the permittee has fully and accurately paid all sums payable to the City in connection with this permit and the facilities covered by this permit, if any, and to determine whether the permittee has complied with its other obligations, the City, or its designee, will have the right (but not the obligation) to inspect and audit the permittee's records pertaining to any permit during regular business hours on ten (10)

calendar days' notice to the permittee and/or the permittee shall provide the City, or its designee, electronic copies of documentation reasonably required by the City to confirm the permittee's compliance hereunder. The permittee's obligations under this condition shall survive any permit's revocation, termination or expiration for a minimum of four (4) years after such event and, with respect to the records identified in (1) and (3), until four (4) years after any permit's revocation, termination or expiration or until the facilities are removed from the public rights-of-way, whichever is later.

Rearrangement and Relocation

Rearrangement and Relocation for City Work. The permittee acknowledges that the City for a valid governmental purpose, in its sole discretion and at any time, and in compliance with any applicable laws may: (i) change any street grade, alignment, width or location; (ii) add, remove, operate, repair, maintain, relocate or otherwise change any improvements owned by the City or any other public agency located in, on, under or along any public rights-of-way, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric, communications or telecommunications; (iii) underground or aboveground facilities; and/or (iv) plan capital improvement projects and perform any other work deemed necessary, useful or desirable by the City (collectively, "City work"). In the event that the City Engineer reasonably determines that any City work will require the facilities to be removed, rearranged and/or relocated, the permittee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such removal, rearrangement and/or relocation. Said removal, rearrangement or relocations shall be completed within sixty (60) calendar days of notification by the City. Any removal of the facilities shall be without regard to whether facilities can be relocated. Permittee must apply for a new encroachment permit to relocate or rearrange said facilities to such other location or locations on or about the public rights-of-way as may be then available. Nothing in this permit shall be interpreted to imply any rights with respect to priority related to encroachment into or remaining availability of space in the public rights-of-way. Permittee acknowledges that encroachment permits are granted on a first come, first served basis and that when space usable for non-municipal purposes in any public rights-of-way is exhausted, an encroachment permit will not be granted.

Removal, Rearrangement or Relocation by City. If the permittee fails or refuses to either permanently or temporarily remove, rearrange and/or relocate the facilities within the time specified in the above condition, the City may (but will not be obligated to) cause the removal, rearrangement or relocation (at the City's option) to be performed at the permittee's sole cost and expense. The City may exercise its rights to remove, rearrange or relocate the facilities without prior notice to the permittee when the City Engineer determines that the City work is immediately necessary to protect public health or safety. The permittee shall reimburse the City for all actual, reasonable and documented costs and expenses in connection with such work within thirty (30) calendar days after written demand for reimbursement. In addition, the permittee shall indemnify, defend and hold any and all indemnified City parties harmless from and against any claims in connection with removing, rearranging or relocating the facilities, or turning on or off any water, oil, gas, electricity or other utility service in connection with the facilities. Within thirty (30) calendar days after any

facilities have been rearranged or relocated (or such other time as may be specified by the City Engineer in writing), the permittee shall file as-built plans (record drawings) and maps with the City Engineer in the same manner as provided elsewhere in this Policy.

Removal, Rearrangement and Relocation for Emergencies. In the event of an emergency, or where the permittee's facilities create or are contributing to an imminent danger to health, safety or property, the City may remove, relay or relocate any or all parts of those facilities without prior notice; however, the City shall make reasonable efforts to provide prior notice. Notwithstanding the foregoing, if the City has not provided notice in advance of taking such action, the City shall provide such notice as soon as practical after taking such action. In the event that any removal of facilities is necessary due to a conflict with a City capital improvement project, the City shall have the right, but not the obligation, to remove permittee's conflicting facilities, at permittee's sole cost and expense, upon seventy-two (72) hours' notice by the City to the permittee.

Rearrangement and Relocation to Accommodate Permittee. If the public rights-of-way to be used by the permittee have pre-existing installations placed in said public rights-of-way, the permittee shall assume the responsibility to verify the location of the pre-existing installations and notify, consistent with applicable laws, the City and any third-party owner of such pre-existing installations. The cost of any work required of such third-party owner of the City to provide adequate space or required clearance to accommodate the permittee's installation shall, consistent with applicable laws, be borne solely by the permittee. Except as required by applicable laws, the City is under no obligation to move its existing installations out of the way to accommodate or make room for the permittee's facilities.

Rearrangement and Relocation to Accommodate Third-Parties. The permittee shall reasonably cooperate with and promptly respond to requests to rearrange or relocate the facilities to accommodate third-parties authorized to use the public rights-of-way ("third-party accommodations") within thirty (30) calendar days of such request. All reasonable costs to perform any third-party accommodations shall be borne by the person or entity to be accommodated; provided, however, that the permittee shall be solely responsible to collect any costs incurred by the permittee from such third-party and the City shall have no liability to the permittee for any such costs. Prior to any third-party accommodations performed by the permittee, the permittee shall be permitted to require a written agreement signed by the person or entity to be accommodated to indemnify, defend and hold the permittee and its agents harmless from and against any and all claims that arise in connection with the proposed third-party accommodations, except to the extent any claims are directly caused by the permittee's or its agent's negligence or willful misconduct. Nothing in this permit shall be construed to require the permittee to perform any third-party accommodations that would materially reduce, impair or otherwise diminish the permittee's facilities or the permittee's operations on the encroachment area. Within thirty (30) calendar days after any third-party accommodations, the permittee shall file as-built plans (record drawings) and maps with the City Engineer in the same manner as provide elsewhere in this Policy. The permittee shall not agree or knowingly allow any third-party to connect to or in any way utilize its facilities without

such third-party obtaining the proper permits, approvals and agreements from the City, as may be applicable, and paying to the City any applicable fees, if any.

No Right to Relocate City Property. Nothing in this permit will be construed to require the City or authorize the permittee to change any street grade, width or location, or add, remove or otherwise change any improvements owned by the City or any other public agency located in, on, under or along any public rights-of-way, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric, communications or telecommunications, for the permittee's or any third-party's convenience or necessity.

Removal; Restoration. No later than thirty (30) calendar days after a permit expires or terminates, as the case may be, the permittee shall: (1) peaceably remove its facilities from the public rights-of-way affected by the expiration or termination; (2) restore any such public rights-of-way and other City property affected by the removal to the condition that existed immediately before the permittee installed its facilities, reasonable wear and tear and loss by casualty beyond the permittee's control excepted; and (3) surrender such public rights-of-way to the City free and clear from any debris, hazards, liens and encumbrances caused by the permittee. If the permittee fails to timely perform its removal and restoration obligations under this permit, then: (i) the permittee shall remain responsible for all its obligations under the same and be liable for all claims that may arise in connection with the facilities through and until such facilities are completely removed and the affected areas are completely restored; (ii) the City shall have the right (but not the obligation) to perform such obligations; (iii) the City shall have the right to store, sell or destroy any facilities, improvements, personal property or other things installed by the permittee in connection with the applicable permit; and (iv) the permittee shall reimburse the City for all actual, reasonable and documented costs incurred by the City in connection with such removal and restoration work within thirty (30) calendar days after a written demand for reimbursement and reasonable documentation to support such costs. Within thirty (30) calendar days after any facilities have been removed, the permittee shall file as-built plans (record drawings) and maps with the City Engineer in the same manner as provide elsewhere in this Policy. The obligations under this condition shall survive any permit's expiration or termination.

Abandonment. If any portions of the facilities covered under any permit are no longer used by the permittee, or are abandoned for a period of at least three (3) months, the permittee shall notify the City and shall either promptly vacate and remove the facilities at its own expense and in accordance with the OMC, this Policy and this permit, or, at the discretion of the City Engineer, with written approval, may abandon or temporarily abandon some or all of the facilities in place. The City may require the permittee to remove, at its expense, or at the discretion of the City Engineer, abandon or temporarily abandon in place, any portion of the facilities that the permittee has not used for a period of at least three (3) months. Notwithstanding the foregoing, this condition shall not apply to facilities installed to meet future demand or needs for capacity and identified as such to the City on permittee's most recent annual capital improvement forecast report. If the permittee fails to remove the unused or abandoned facilities and restore the public rights-of-way as provided elsewhere in this Policy within sixty (60) calendar days of receiving notice from the City and the City Engineer had not approved abandonment in place, the City may, but shall not be obligated to, remove the facilities at the sole expense of the permittee, and the permittee shall promptly reimburse the City for any and all actual, reasonable and documented expenses, including but not limited to administrative, legal and consultant costs within thirty (30) calendar days

after receiving an invoice from the City. The City Engineer may, in the City Engineer's sole discretion, condition an approval to abandon or temporarily abandon facilities in place on vacating and removing facilities and repairing and restoring the public rights-of-way to its pre-permit condition at the permittee's own expense at any point within five (5) years of the approved abandonment or temporary abandonment upon receipt of at least thirty (30) calendar days' written notice from the City that in its discretion, the facilities interfere with future improvements of the public rights-of way or conflict with a City capital improvement project.

Surety. Before the City issues any permit required to commence construction in connection with any facilities, the permittee shall post a performance bond from a surety in a form acceptable to the City Engineer in accordance with applicable law, including without limitation, OMC and this Policy, and based on a written estimate from a qualified contractor or a California licensed engineer with experience in infrastructure removal. The written estimate must include the cost to remove all facilities and other improvements constructed or installed in connection with the facilities, plus the cost to completely restore any public rights-of-way and areas affected by the removal work to a standard compliant with applicable laws. The City Engineer, in the City Engineer's sole discretion, may authorize the permittee to post a single performance bond to cover multiple permits subject to this Policy if the amount for additional permits is increased in accordance with the terms of this condition. The performance bond required by this condition shall expressly survive the duration of the permit term to the extent required to effectuate a complete removal of the facilities as required by this Policy. Any failure by permittee to comply with this condition before permit issuance shall not relieve the permittee of any of its bond related obligations, nor constitute any waiver of such requirements and permittee shall post the required bond immediately and, in any event, before commencing construction.

Annual Capital Improvement Forecasts. Upon at least sixty (60) calendar days' prior written notice from the City, but in no event more than once per year, the permittee shall submit a project capital improvement forecast for its operations within the City's territorial and jurisdictional boundaries. The capital improvement forecast must include anticipated schedules for all new facilities and repairs, replacements and modifications to existing facilities to the extent feasible and with sufficient detail to allow the City to coordinate its own public improvements and other capital improvement projects by third-parties. The permittee shall also participate in any periodic capital improvement meetings held between the City and other utility or communications providers that deploy facilities in the public rights-of-way.

Cooperation with Other Utilities. Upon written notice by the City, the permittee agrees to reasonably cooperate in the planning, locating and constructing of its facilities in utility joint trenches or common duct banks with other similar utilities providers and/or City projects, and to participate in cost-sharing for the joint trench and ducts when other entities are proposing excavation in the same public rights-of-way or when an underground project is being planned by the City. The foregoing shall not apply when the permittee's excavation work is due to an emergency or other maintenance or repair event that requires urgent action, or when excused by the City Engineer for good cause. The permittee shall participate in periodic coordination meetings as requested by the City with other utilities and affected public agencies. The purpose of these meetings shall be to coordinate activity between public works projects and utility projects in the public rights-of-way, minimize impacts of construction on the community or any other lawful purpose related to this permit or the facilities.

Potholing. Within a time specified by the City Engineer (but not less than twenty-one (21) business days after the permittee's receipt of a written request from the City), the permittee shall, at its sole cost and expense, expose its subsurface facilities by potholing (digging a test hole) to a depth of one foot (1-foot) below the bottom of such facility; vacuum extraction shall also be an acceptable method of potholing to the same limits. Potholes shall be repaired such that the surface is left in as good as, or better condition prior to the potholing efforts. If the permittee fails to perform the potholing, the City may (but shall not have the obligation to) proceed on the permittee's account and the permittee shall promptly reimburse the City for the actual, reasonable and documented cost of same, including without limitation administrative and actual legal costs, and the City is hereby held harmless and indemnified by the permittee for any loss and/or damages resulting from the City's performance of the required work, except to the extent that such loss and/or damages are caused by the City's sole active negligence or willful misconduct. The provisions of this condition shall be applicable only to potholes required in connection with a public works project by the City. All work performed by the permittee pursuant to this condition shall be subject to the standard permit and restoration requirements applicable to potholing and as noted herein. The City Engineer shall use best efforts to expedite review and approval for any permit applications for potholing under this condition. Provided that the permittee submits an application within twenty-one (21) business days after the City's written request for potholing, the timeframes in this condition shall automatically be extended by the number of days between the permittee's submittal of an application and the City's approval of the application. Notwithstanding anything in this condition to the contrary, if the City's project requires more than ten (10) potholes in a thirty (30) calendar day period, the City Engineer shall first confer with the permittee and establish a reasonable timeframe for performance of the work, which may include, without limitation, an agreement in advance for the City to perform the work at the permittee's cost.

Permittee's Contact Information. At all times relevant to this permit, the permittee shall keep on file with the City Engineer basic contact and site information. This information shall include, but is not limited to, the following: (a) the name, physical address, notice address (if different), direct telephone number, emergency cell phone number (if available) and email address for (i) the permittee, and if different from the permittee, the (ii) site operator, (iii) equipment owner, (iv) site manager and (v) agent for service of process; (b) the regulatory authorizations held by the permittee and, to the extent applicable, site operator, equipment owner and site manager as may be necessary for the facility's continued operation if not previously provided to the City Engineer; (c) the facility's site identification number and/or name used by the permittee and, to the extent applicable, site operator, equipment owner and site manager; and (d) a toll-free telephone number to the facility's network operations center where a live person is available 24-hours-per-day, seven-days-per-week. Within ten (10) business days after a written request by the City, the permittee shall furnish the City with an update that includes all the most-current information described in this condition.

Business License. The permittee is required to obtain and maintain a City business license during the term of this permit. The permittee's contractors and/or subcontractors are required to obtain and maintain a City business license for the duration of time that the contractors and/or subcontractors are performing work on the permittee's behalf.

Truthful and Accurate Statements. The permittee acknowledges that the City's approval relies on the written and/or oral statements by the permittee and/or persons authorized to act on the permittee's behalf. In any matter before the City in connection with the permit or the

facilities approved under the permit, neither the permittee nor any person authorized to act on the permittee's behalf shall, in any written or oral statement, intentionally provide material factual information that is incorrect or misleading or intentionally omit any material information necessary to prevent any material factual statement from being incorrect or misleading.

Successors and Assigns. The conditions, covenants, promises and terms contained in this permit will bind and inure to the benefit of the City and the permittee and their respective successors and assigns.

Severability of Conditions. If any provision in these conditions or such provision's application to any person, entity or circumstances is or held by any court with competent jurisdiction to be invalid or unenforceable: (1) such provision or its application to such person, entity or circumstance will be deemed severed from this permit; (2) all other provisions in this use permit or their application to any person, entity or circumstance will not be affected; and (3) all other provisions in this permit or their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by law.