



## Notice of Request for Quotes (RFQ) Released April 10, 2019 YUBA-SUTTER TRANSIT BUS STOP ENHANCEMENT PROJECT

The Yuba-Sutter Transit Authority (Yuba-Sutter Transit) is seeking price quotes from qualified contractors for a bus stop improvement project at various locations within our service area in Yuba and Sutter Counties. The project includes installation of 48 Simme-Seats (<http://simmeseat.com/>) and concrete work at the North Beale Road Transit Center in Linda. All concrete work and installations of Simme-Seats must comply with the Americans with Disabilities Act (ADA). A voluntary pre-bid meeting will be held on Thursday, April 18 at 11:00 am at the Yuba-Sutter Transit Maintenance and Operations facility located at 2100 B St. in Marysville, CA. This solicitation and any other materials/addendum will be posted on the Yuba-Sutter Transit website at <https://www.yubasuttertransit.com/>.

### **Concrete Work**

**Location 1: North Beale Transit Center South Side, Yuba County-** Currently there are three small shelters at this location. One large shelter is planned identical to those on the north side of the street. The two 8' X 6' gaps between the three existing pads need to be filled in with cement matching slope and texture of existing cement. Existing sign to remain in place.

**Location 2: Walton Ave at Franklin Road (Southwest corner)-** Construct a 6' by 16' pad behind the sidewalk near the current location of the bench. Exact location to be marked by Yuba-Sutter Transit staff.

**Location 3: Sutter County Library-** Install 6' X 16' pad behind sidewalk near location of current stop. Exact location to be marked by Yuba-Sutter Transit staff. Pad to match existing slope of sidewalk. Contractor may reuse existing post or supply a 2" by 8' square breakaway post with base to be installed at northwest corner of new pad. Relocate irrigation as necessary.

**Location 4: Gray Ave at Casita Drive (Southwest Corner)-** Extend pad with existing bench 11' to the north to create a 3 by 20' pad behind the sidewalk. Match existing slope of the sidewalk. Existing sign must be relocated to north edge of new pad. Contractor may reuse existing post or supply a 2" by 8' square breakaway post with base at northwest corner of new pad. Relocate irrigation as necessary.

### **Simme-Seat Installation**

Simme-Seats are provided by Yuba-Sutter transit and are available for pick up from the Yuba-Sutter Transit facility located at 2100 B St. in Marysville. There are two general types of installations with only minor variances.

1. Existing Sidewalk: Approximately half of the Simme-Seat installations will take place on existing sidewalk (see Figure 6). Unless an obstacle exists at back of sidewalk, the offset Simme Seat will be installed at back of sidewalk in order to leave as much clear walkway available for pedestrians.

2. Adjacent to Existing Sidewalk: If there is insufficient clearance on sidewalk for pedestrians, the Simme-Seat will be installed behind existing sidewalk. For installations behind sidewalk, dowels into existing concrete will not be required. Instead a pad 2' long, 1' wide and 1' deep concrete pad is required.
3. At locations with no sidewalk, a standard Simme-Seat will be installed on the newly poured concrete pad constructed to anchor the seat (see Figure 7.)

All installations will be completed with a Simme-Seat divider or sign post at the center of the Simme Seat. It is anticipated that only five sign posts that are currently bent, damaged or need to be relocated will be installed with the Simme-Seats. The 43 remaining seats will have a center divider. These figures are estimates and are subject to change. All installed seats are required to be level and not rock or have movement when used.

#### **Instructions**

- A. Excavate minimum of 13" below surface to form for concrete footing of dimensions shown. Place and compact 3/4", crushed rock of 1" min. thickness.
- B. Form for and pour concrete footing.
- C. After concrete cures, strip forms and backfill around concrete pad.

#### **Existing Pole Removal**

If pole is in the sidewalk, it must be cut off and ground smooth with existing surface. When existing bus stop pole is installed in the ground, the contractor shall remove the pole and foundation or cut and excavate foundation 3" below existing grade and site shall be backfilled with topsoil so soil surface is level with the surrounding surface.

If pole is installed as part of the Simme Seat (see Figure 5), bus stop signs shall be installed on new posts with brackets supplied by Yuba-Sutter Transit. Sign shall be placed so that the top of the bus stop sign is level with the top of the post.

#### **General Provisions**

Slope of concrete pads cannot exceed 3% and must match that of adjoining sidewalk to maintain drainage. Excess material must be removed from the site. Contractor shall backfill around pad to avoid drop greater than 3 inches and grade surrounding area so that soil will not sluff onto the pad. Surrounding area shall be restored to original condition. Slope around shelter pad should not exceed 2:1. Fresh concrete must be monitored when wet to prohibit vandalism. Contractor is required to verify with USA (Phone 811) for each site as needed.

#### **Furnished Materials:**

Nearly all materials needed for sign installation will be provided by Yuba Sutter Transit. Figure 8 contains a list of items included with the Simme-Seats as well as required tools. In addition, Yuba-Sutter Transit will provide sign posts and brackets and signs for mounting on new poles placed in Simme-Seats. All other materials such as but not limited to concrete forms, concrete, aggregate base, backfill material and shims for leveling seats must be supplied by contractor.

## **Pricing**

The quotes for this project shall be provided for Locations #1-4 and for each of the 3 types of Simme-Seat installation. Prospective contractors are required to include a cost estimate for each type of installation. The cost estimate for each location shall include a price for all applicable labor and for all applicable materials not supplied by Yuba-Sutter Transit.

## **Conditions**

All work is to be completed by June 7, 2019. Extension may be granted only due to weather delays or other delays outside of the contractor's control. Liquidated damages of \$250 dollars a day shall be assessed thereafter.

Figure 10 provides a list of locations from which Yuba-Sutter Transit staff will select sites. The exact installation locations will be marked by Yuba-Sutter Transit or local government staff. The selected contractor will be responsible for site preparation and concrete installation per applicable Standard Curb, Gutter and Sidewalk Specifications of each jurisdiction.

Selected contractors and subcontractors will be required to pay appropriate prevailing wages as set by the State of California Department of Industrial Relations. All project work to be let under this solicitation shall be completed to the satisfaction of the designated contracting authority staff and subject to inspection/approval by the applicable Department of Public Works. Contractor shall follow provisions in encroachment permits from applicable jurisdiction (See Figure 11 & 12).

**Bids shall be received by Yuba-Sutter Transit at their administrative office located at 2100 B Street, Marysville, CA 95901 before 5:00 p.m. PST, on Friday, April 26, 2019. Bids received after this specified date and time shall be considered late and shall be returned to the proposer.**

## **Extra Work**

Any extra work completed as part of this project shall be paid by mutually agreed upon lump sum or time and materials (T&M) plus 20%.

## **Project Award**

Yuba-Sutter Transit reserves the right, in its sole and exclusive discretion, to postpone, to accept or to reject any and all proposals, in whole or in part. This solicitation shall be subject to applicable state and federal laws.

Proposer may use the Bid Sheet provided in Figure 10 or a similar form that contains the same information. Written quotes shall be clearly marked **YUBA-SUTTER TRANSIT BUS STOP ENHANCEMENT PROJECT** and shall be mailed or delivered to:

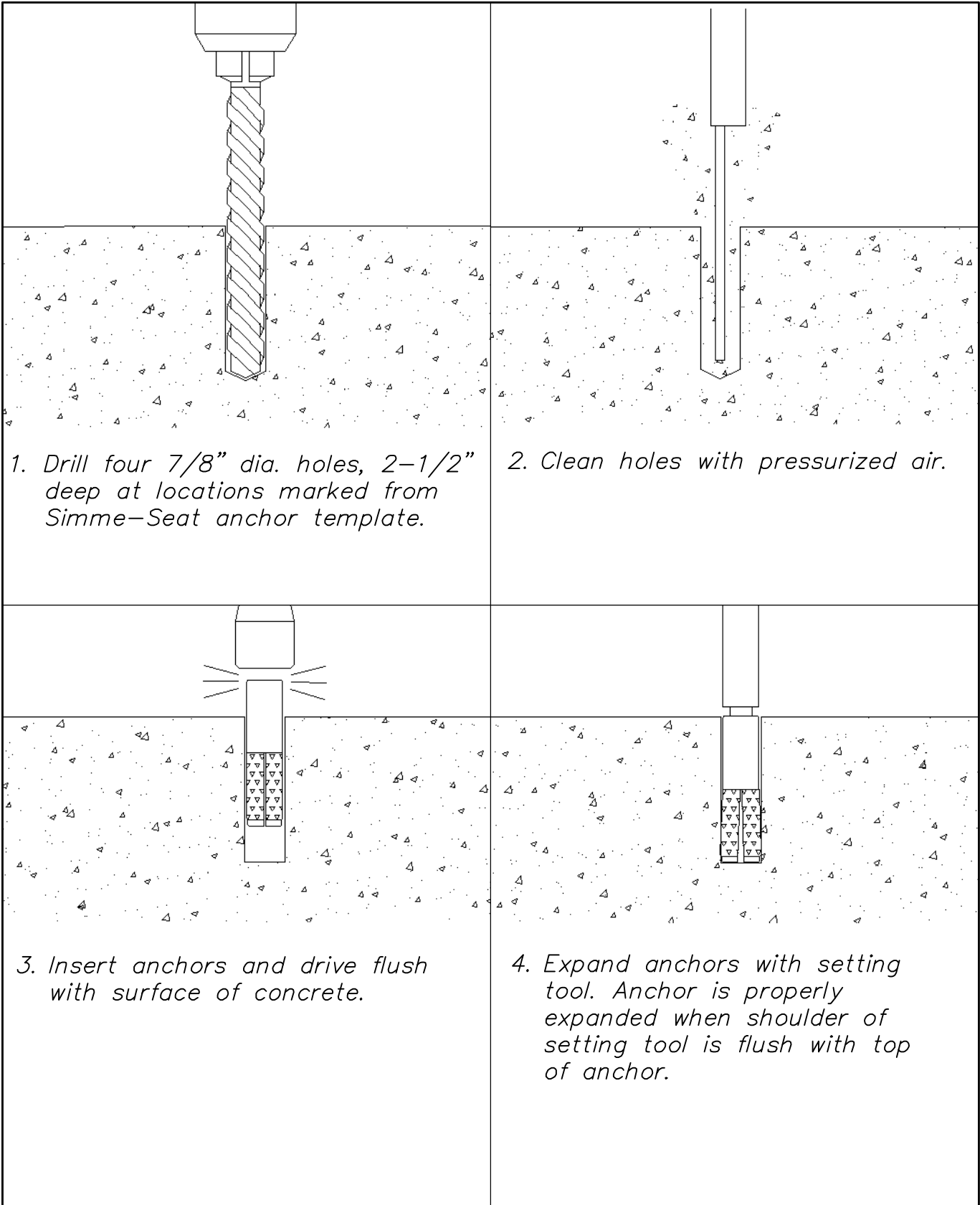
Yuba-Sutter Transit Authority  
ATTN: Adam Hansen, Program Manager  
2100 B Street  
Marysville, CA 95901

**Interested parties should contact Adam Hansen, Program Manager at (530) 634-6880, or by email at [adam@yubasuttertransit.com](mailto:adam@yubasuttertransit.com) for questions or clarifications.**

## **SIMME-SEAT GENERAL INSTALLATION INSTRUCTIONS**

1. For Simme-Seat installation on an existing sidewalk or other port and cement concrete paving with a minimum thickness of 4 inches, skip to Step 3.
2. For Simme-Seat installation adjacent to existing concrete or at an isolated position away from concrete paving, (Refer to Figure 1, Foundation Installation Instructions, before proceeding with Step 3).
3. With the Simme-Seat support base plate as template, mark the expansion anchor locations and use an impact drill motor and 7/8-inch masonry bit to drill four 2-1/2 inch deep holes in the concrete sidewalk or prepared foundation.
4. Insert the four provided expansion anchors into the drilled holes and complete their installation according to (Figure 2, Anchor Installation Instructions).
5. Position the Simme-Seat support in place over the expansion anchors, **shims required to level** and secure with four machine bolts and flat washers provided. (Refer to Figure 3, Support Installation)
6. Attach the two seat sections to the Simme-Seat support gusset plates with 3/8-inch bolts and lock nuts provided. (Refer to Figure 4, Seat A Assembly).
7. Insert bus stop sign post into the Simme-Seat base support tube, and mark the sign post at the top of the base support tube and at the locations of the two holes in the support tube where the securing thru-bolt connection will be made.
8. Remove the sign post from the base support tube and drill two 3/8" holes at the marked locations for the thru-bolt connection.
9. Remove the backing paper from the provided 1" wide x 7-1/4" long piece of 3M UHMW polyethylene tape and wrap the tape around the sign post, centered at the previously marked location at the top of the support tube. Install the provided finial on top of the sign post, re-insert the sign post into the base support tube, and secure the sign post in place with the 5/16" x 3-1/2" bolt, flat washer and lock nut provided. (Refer to Figure 5, Sign Post Installation)

Figure 1



1. Drill four 7/8" dia. holes, 2-1/2" deep at locations marked from Simme-Seat anchor template.

2. Clean holes with pressurized air.

3. Insert anchors and drive flush with surface of concrete.

4. Expand anchors with setting tool. Anchor is properly expanded when shoulder of setting tool is flush with top of anchor.

FIGURE 2 – ANCHOR INSTALLATION INSTRUCTIONS

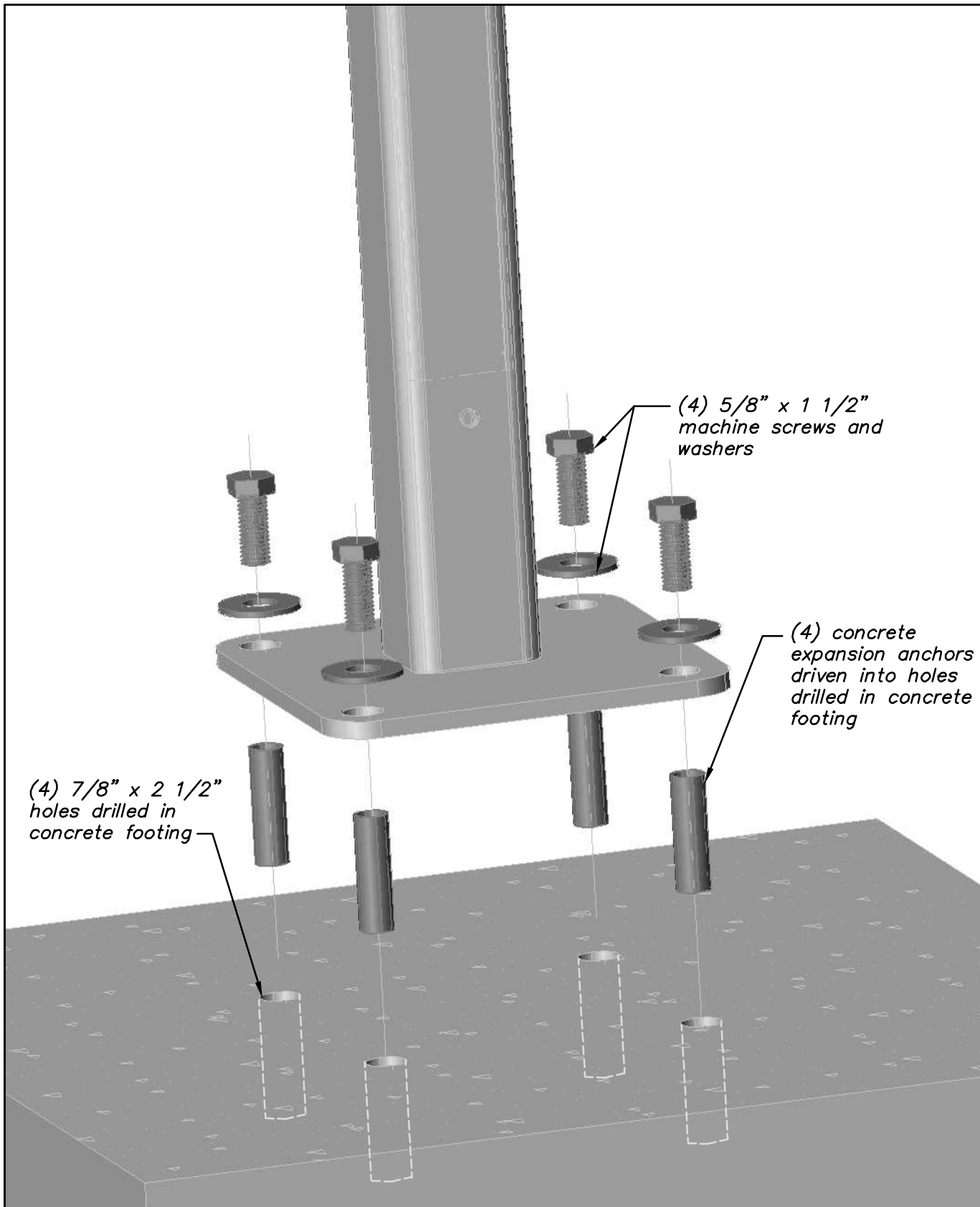
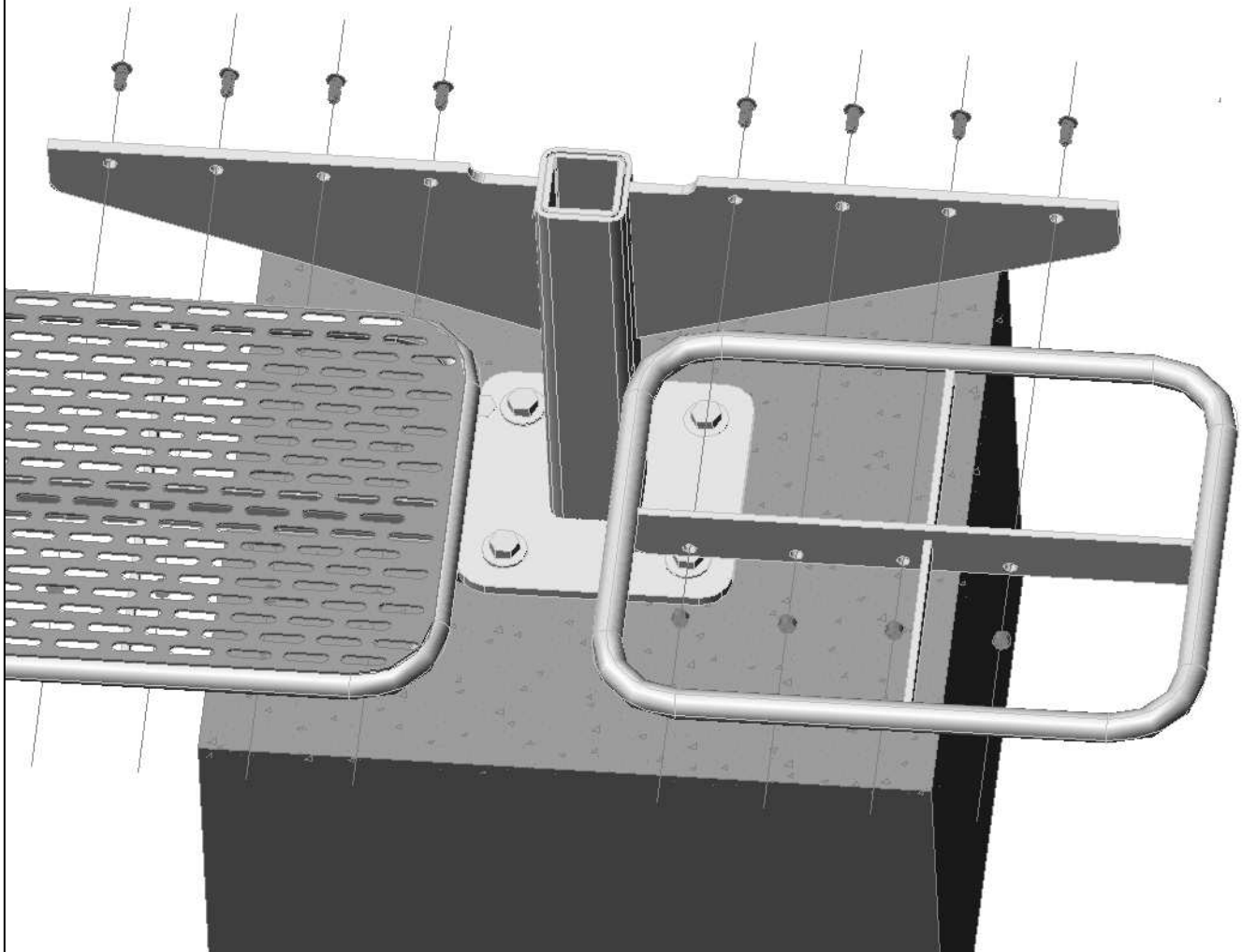


FIGURE 3 – SUPPORT INSTALLATION INSTRUCTIONS

*After seat support pedestal is installed on concrete pad, attach the two seat sections with eight 3/8" x 1" button-head machine screws and lock nuts provided.*



*FIGURE 4 – SEAT ASSEMBLY*

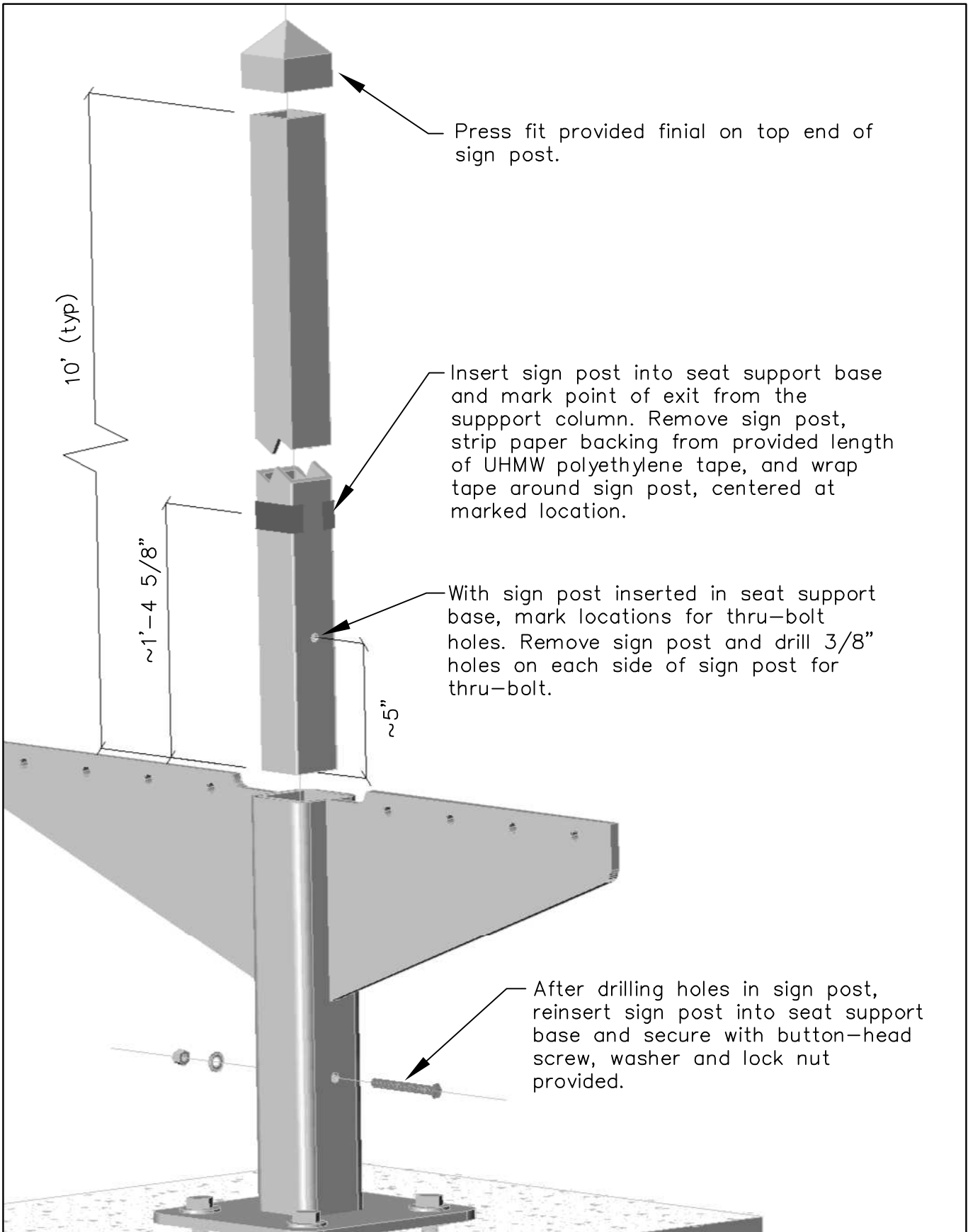
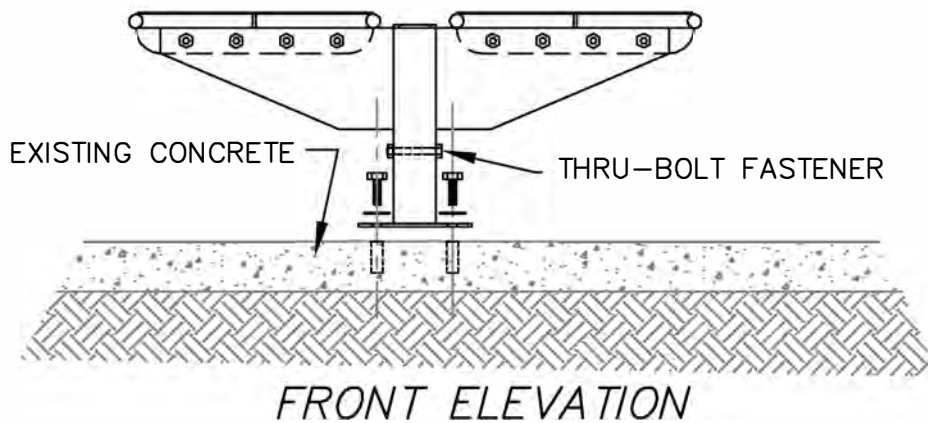
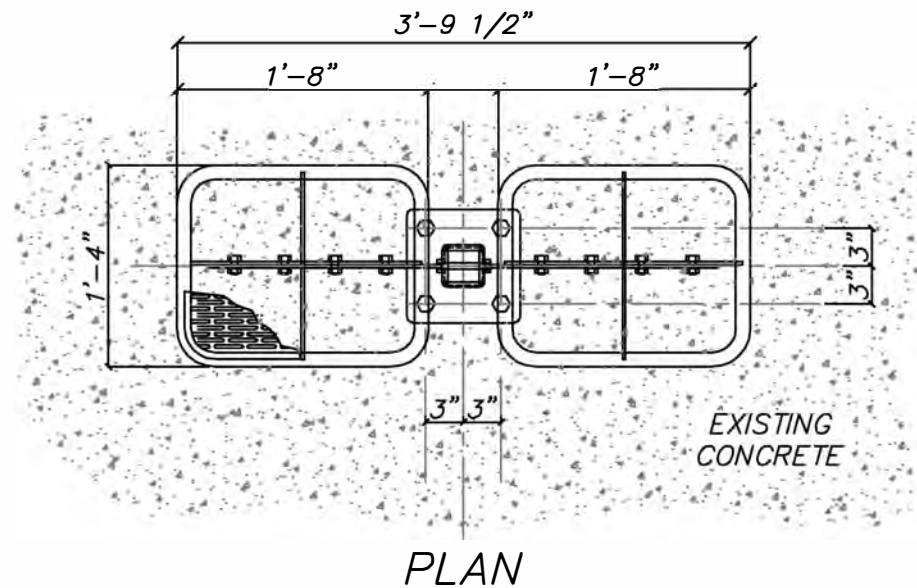


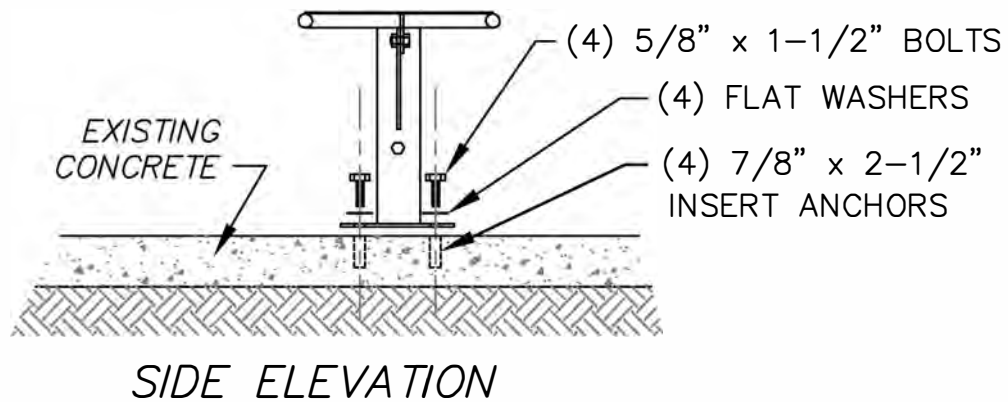
FIGURE 5 – SIGN POST INSTALLATION



**SS-1**



NOTE: WHEN INSTALLED ACCORDING TO THESE INSTRUCTIONS, THIS STRUCTURE WILL WITHSTAND THE WIND SHEAR FORCES CREATED BY MAXIMUM WIND VELOCITIES OF 125 MILES PER HOUR.



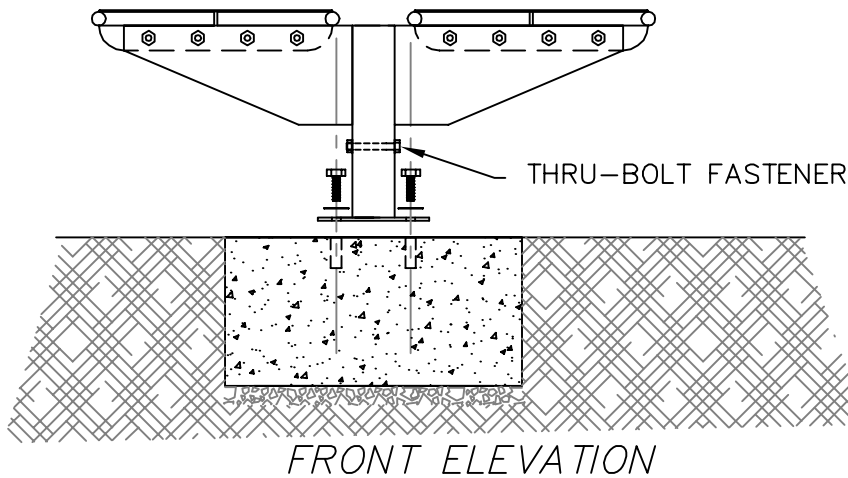
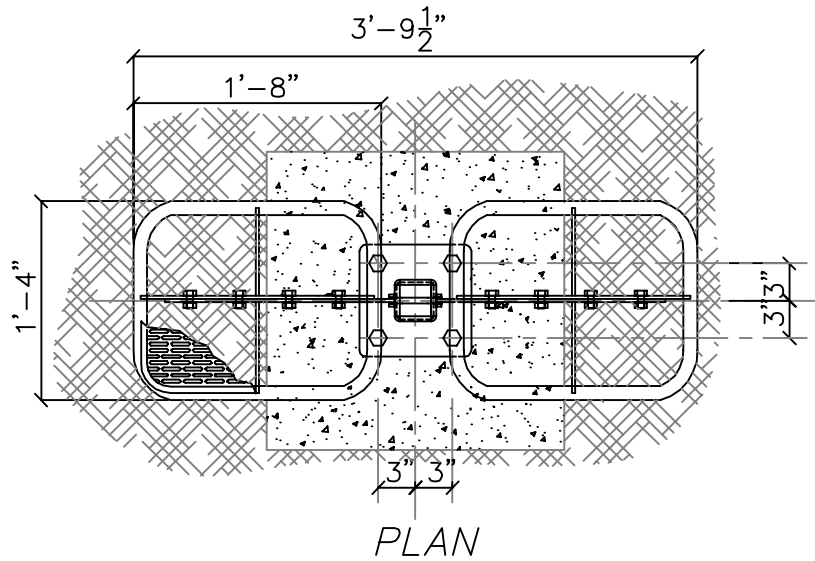
*INSTALLATION ON EXISTING CONCRETE*

*SIMME L.L.C.  
555 CHERRY DRIVE  
EUGENE, OR 97401*

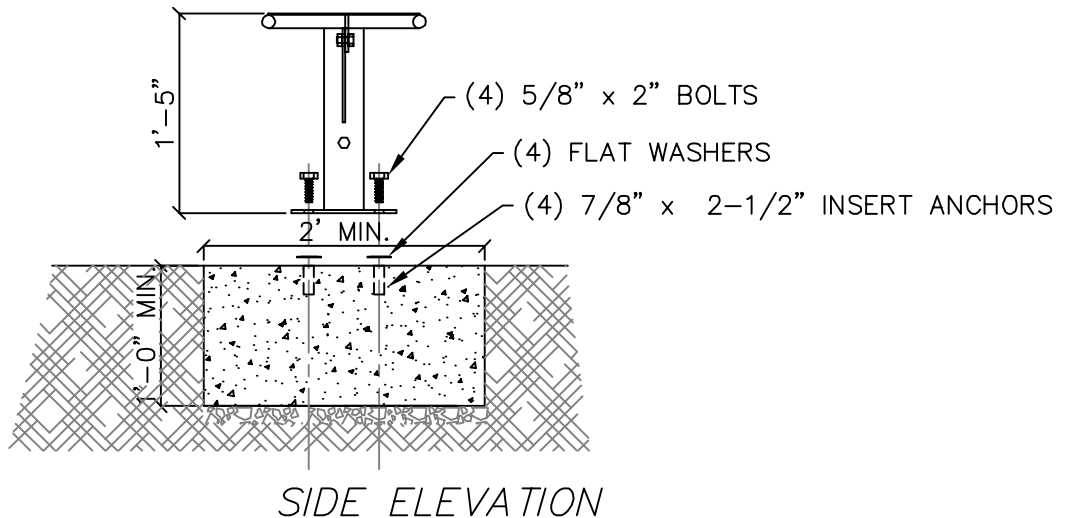
Figure 6

*TEL. (541)338-7993  
WWW.SIMMESEAT.COM  
SIMME-SEAT@COMCAST.NET*

SS-3



NOTE: WHEN INSTALLED ACCORDING TO THESE INSTRUCTIONS, THIS STRUCTURE WILL WITHSTAND THE WIND SHEAR FORCES CREATED BY MAXIMUM WIND VELOCITIES OF 125 MILES PER HOUR.



INSTALLATION AT ISOLATED REMOTE LOCATION

SIMME L.L.C.  
555 CHERRY DRIVE  
EUGENE, OR 97401

Figure 7

TEL. (541)338-7993  
WWW.SIMMESEAT.COM  
SIMME-SEAT@COMCAST.NET

## **SIMME-SEAT HARDWARE LIST**

Simme-Seat shipment contains the following list of materials. Please Unpack and check then shipment upon arrival. Please Notify Simme LLC of any shortages by:

**Phone: (541) 338-7993 or Email: info@simmeseat.com**

<b><u>Quantity</u></b>	<b><u>Description</u></b>
<b>4</b>	<b>Red Head Multi-Set Drop-In Anchor, 7/8" x 2-1/2", (Cat. No. SRM-58)</b>
<b>1</b>	<b>Red Head Anchor Setting Tool, (Cat. No. RT-158)</b>
<b>4</b>	<b>Hex-head machine bolts, 5/8" x 1-1/2" Stainless</b>
<b>4</b>	<b>Washers, 1-1/2" dia. X 5/8" ID x1/16" thick Stainless</b>
<b>8</b>	<b>Button-head hex screws, 3/8" x 1" Stainless</b>
<b>8</b>	<b>Lock nuts, 3/8" Stainless</b>
<b>1</b>	<b>Button-head hex screws, 5/16" x 3-1/2" Stainless</b>
<b>1</b>	<b>Washer, 3/4" dia. X 1/32" thick Stainless</b>
<b>1</b>	<b>Lock nut, 5/16" Stainless</b>
<b>1</b>	<b>3M type 5423 polyethylene tape, 1" wide x 7-1/4" long</b>
<b>*</b>	<b>Simme Pole(s), TS 2x2 10' long with 2" by 2" Rain Cap Or Simme Divider(s) *Ordered Separately from Seat(s)</b>

### **Tools Required for Installation**

**Impact drill motor**  
**7/8" impact masonry drill bit**  
**Hammer (for setting concrete anchors)**  
**Anchor setting tool \*Provided by Simme**  
**Adjustable crescent wrench**  
**Hex drivers, 7/32" and**  
**3/16" Drill motor**  
**3/8" high speed drill bit**

**YUBA-SUTTER TRANSIT Master Bus Stop List**

48 of the 65 sites below will be selected for improvements

#	STREET	CROSS STREET	CORNER	Offset (Y-N)	Anchor to Sidewalk	New Pad	Replace Pole
<b>CITY OF YUBA CITY (Incorporated)</b>							
1	Stabler Ln.	Starr Drive	NE		1		
2	Forbes Ave.	Clark Ave.	NE		1		
3	Wilbur Avenue	Franklin Road	NE		1		
4	Wilbur Ave.	Franklin Ave.	SW	1	1		
5	Franklin Road	Gray Ave.	SE		1		
6	Gray Avenue	B Street	SW	1	1		
7	Bridge St.	North Barrett Rd.	SE	1	1		
8	Bridge St.	JoAnn Way	SE	1	1		
9	Bridge Street	JoAnn Way	NW	1	1		
10	Walton Ave.	Cherry Street	NE			1	
11	Walton Ave.	McCune Avenue	NE	1	1		
12	Lincoln Road	Crest Drive	SW		1		
13	Lincoln Road	Jones Road	SE	1	1		
14	Bogue Road	Railroad Avenue	NE	1	1		
15	Bogue Road	Germaine Drive	NW		1		
16	Sanborn Road	Bogue Road	NE			1	
17	Washington Ave.	Gray Ave.	SE	1	1		
18	Washington Ave.	Clark Ave.	SW	1	1		
19	Northgate Dr.	Live Oak Blvd.	SW	1	1		
20	Northgate Dr.	Live Oak Blvd.	NW	1	1		1
21	Plumas St.	Aleamar Way	NE	1	1		
<b>Total Yuba City Stops</b>			<b>21</b>	<b>13</b>	<b>19</b>	<b>2</b>	<b>1</b>
<b>SUTTER COUNTY (Unincorporated)</b>							
27	Bogue Road	Ramona Avenue	NW	1	1		
28	Bogue Road	Walton	NE			1	
<b>Total Sutter County Stops</b>			<b>2</b>		<b>1</b>	<b>1</b>	
<b>CITY OF MARYSVILLE</b>							
29	East 17th Street	Huston Street	NE		1		
30	East 17th Street	Huston Street	SE	1	1		
31	Ramirez Street	East 13th Street	NW			1	
32	Ramirez Street	East 15th Street	NW	1	1		1
33	Ramirez Street	East 18th Street	NE	1	1		
34	Hansen Street	East 22nd Street	SE	1	1		
35	Sampson Street	East 16th Street	NW	1	1		
<b>Total Marysville Stops</b>			<b>7</b>	<b>5</b>	<b>6</b>	<b>1</b>	<b>1</b>
<b>COUNTY OF YUBA</b>							
36	North Beale Road	Rio Rancho Motel	SE	1	1		
37	North Beale Road	Park Avenue	SE	1	1		
38	North Beale Road	between Alpine and Park	NW		1		
39	North Beale Road	Lowe Avenue	SE	1	1		
40	North Beale Road	Albrecht Avenue	SE	1	1		
41	Hammonton-Smartville R	Dunning Avenue	NW			1	1
42	Hammonton-Smartville R	Dunning Avenue	SE			1	
43	Hammonton-Smartville R	Mapes Way	NE			1	
44	Hammonton-Smartville R	Hile Avenue	SW			1	
45	Hammonton-Smartville R	North Beale Road	NE	1		1	1
46	Feather River Blvd.	Alicia Avenue (Clover Leaf)	NW			1	
47	Feather River Blvd.	Riverside	SE			1	
48	Grand Avenue	Island	NE			1	1
49	Grand Avenue	Alicia Avenue	SW			1	
50	Alicia	Pasado Road	NW			1	
51	Pasado Road	Alicia Avenue	NE			1	
52	Pasado Road	Arboga Road	NW			1	
53	Pasado Road	Arboga Road	SW			1	
54	Arboga Road	Grand Avenue	SE	1		1	
55	Arboga Road	Grand Avenue	SW			1	
56	5585 Arboga Road	----	SW			1	1
57	Edgewater	Rupert	NE		1		
58	Edgewater	Riverbank	SW		1		
59	Arboga Road	Jay	NW			1	
60	Arboga Road	Jay	SE			1	
61	Arboga Road	Feather River Blvd.	SE			1	
62	Arboga Road	Feather River Blvd.	SW			1	
63	Chestnut Road	Catalpa Street	SW	1	1		
64	Chestnut Road	Catalpa Street	NE			1	
65	Chestnut Road	2nd Avenue	SW	1	1		
66	Chestnut Road	2nd Avenue	NE			1	
67	Olivehurst Avenue	9th Avenue	SW				
68	Olivehurst Avenue	9th Avenue	NE		1	1	
69	McGowan Parkway	George Avenue	SE		1		
70	McGowan Parkway	George Avenue	NE		1		
<b>Total Yuba County Stops</b>			<b>35</b>	<b>8</b>	<b>12</b>	<b>23</b>	<b>6</b>
<b>Totals</b>			<b>65</b>	<b>26</b>	<b>38</b>	<b>27</b>	

# QUOTE SHEET

## Yuba-Sutter Transit Bus Stop Enhancement Project

Please insert figures into grey cells and total at bottom.

Contractor \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Concrete Pads	Price Quote
Location #1- North Beale Road Transit Center	
Location #2- Walton Ave @ Franklin Ave	
Location #3- Sutter County Library	
Location #4- Gray Ave at Casita Dr.	
Subtotal	

**Simme Seat Pricing**

	Approx. Quantity	Cost Per Each	Total
#1 Simme Seat: Installed on existing sidewalk	20		
#2 Simme Seat Installed behind sidewalk	4		
#3 Simme Seat: Installed on new cement pad	24		
		Subtotal	
		Total	

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Contractor's License # \_\_\_\_\_

**Figure 10**



Permit No. \_\_\_\_\_

### ENCROACHMENT PERMIT APPLICATION

Keith Martin Applicant Name	(530) 634-6880 Phone
Yuba-Sutter Transit Authority Company Name	Keith@yubasuttertransit.com Email
2100 B St. Mailing Address	Marysville, CA 95901 City/State/Zip
TBD Contractor's License No.	Business License No.

Location of Work: Sutter County Library, Gray Ave at Casita SB, Walton at Franklin SW corner Start Date: May 13, 2019

Cross Street: \_\_\_\_\_ Anticipated Completion Date: \_\_\_\_\_

Subcontractors Under Permit: Yuba-Sutter Transit is relasing an RFQ to secure the services of a qualified contractor.

Description of Work: Install Simme-Seats at locations from the attached list while maintaining required ADA clearances.

A set of plans or sketch is to be attached showing all dimensions and locations of work with relationship to property lines, road centerlines, material types, and other existing features. A traffic control plan must also be attached.

48 HOURS IN ADVANCE TO CONSTRUCTION Excluding weekends and legal holidays CALL Underground Service Alert (USA) At 811 or 1-800-227-2600	24 HOURS IN ADVANCE TO CONSTRUCTION CALL Yuba City Construction Inspector Jimmy Yacavace at (530) 713-1731 to coordinate work scope and inspections
--------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------

I hereby request the above described encroachment permit subject to the terms and conditions indicated hereon including the attached General Terms, Conditions, and Restrictions governing the permit, and by acceptance agree to said terms and conditions. Additionally it is understood and agreed by the Applicant that the execution of any work under this permit shall constitute an acceptance of all the provisions stated on this permit including any Special Conditions and Restrictions described below.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**COMPLETE INSURANCE DOCUMENTATION IS MANDATORY PRIOR TO THE START OF WORK.**

#### FOR OFFICE USE ONLY

Permit Expires: \_\_\_\_\_ Permit Fees: \_\_\_\_\_

Certificate of Insurance  On File  Attached

Special Conditions and Restrictions: \_\_\_\_\_

ONCE PROJECT IS COMPLETE, FINAL INSPECTION IS REQUIRED. PLEASE CALL (530) 713-1731.

This permit is issued on the Applicant's acceptance of all provisions stated herein, including the Special Conditions and Restrictions.

Approved by Public Works Department \_\_\_\_\_ Date \_\_\_\_\_

Figure 11

**CITY OF YUBA CITY  
ENCROACHMENT PERMIT  
GENERAL TERMS, CONDITIONS, AND RESTRICTIONS GOVERNING THIS PERMIT**

The following are expressly made a part of the written agreement between the City and Contractor/Permittee in connection with the Encroachment Permit issued to Contractor/Permittee.

1. Excavation, backfill, and trench restoration shall be in accordance with City Standard Detail TR1, except as modified herein.
2. All work shall be done in accordance with applicable sections of the current edition of the California Department of Transportation Standard Specifications and applicable City standards.
3. The Public Works Director reserves the right to order any changes of the terms, conditions, and restrictions governing this permit that in his opinion may conflict with the proper construction and maintenance of public facilities, and may alter or change the type or method of doing any of the work under this permit due to unforeseen conditions which arise.
4. All work under this permit to be inspected by, and subject to the approval of the Public Works Director or his authorized representative.
5. Street closures shall not be made without prior approval of the Public Works Director or his authorized representative.
6. The Permittee shall furnish such flagmen and furnish, erect, construct, and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist. Special emphasis will be placed on the requirement of fences to protect the public from open excavation.
7. A minimum of one 11 foot traveled way shall be maintained in each direction on public streets at all times. If it is necessary to reduce the traveled way to less than two 11 foot lanes, flagmen shall be required.
8. Boring of lines shall be made with the use of a liquid gel, except for bores two (2") inches and smaller.
9. Permittee to maintain suitable ingress and egress to adjacent residential property outside regular working hours and at all times while actual construction work does not require restriction. If access restriction is necessary, the resident must be notified.
10. Permittee to assure that adequate ingress and egress is provided to all commercial establishments adjacent to the work at all times.
11. At the end of each working day, there shall be no more than 200 feet of open trench excluding manhole excavations unless otherwise authorized by the City.
12. The Permittee shall repair or replace all existing improvements (e.g., curbs, side-walk, driveways, fences, utility installations, pavements, etc.) which are damaged or removed as a result of his operations. The Permittee shall be responsible for providing drainage through the construction area. The Permittee shall make compensation to the City for all traffic markers, buttons, and signs that are damaged or removed.
13. At least forty-eight (48) hours before entering on the work, the Permittee shall contact the Underground Service Alert (USA) at 1-800-642-2444 to notify utility companies to mark or indicate the location of their utilities. The location of underground utilities shown or located represents the best information available but should be considered as being approximate only.
14. It shall be the Permittee's responsibility to determine the true location and depth of all utilities and service connections before using equipment that may damage such facilities or interfere with their service. He will be held liable to the owners of such facilities for any damage or interference with service resulting from his operations. Underground lines shall be located by "daylighting" in advance of trenching operations.
15. Sewer or storm sewer laterals which are damaged during the course of construction shall be repaired in accordance with the City Standard Details.

16. Permittee shall be responsible for maintenance and repair of any failures on the work area such as sunken trenches, sidewalks, etc., for one (1) year from the completion of work covered by this Permit.
17. The Permittee shall be responsible for all damages to persons and property due to or resulting from any work under this permit. Permittee shall defend, indemnify and hold harmless City, and its employees and agents from and against all losses, expenses (including attorney fees), damages and liabilities of any kind relating to, resulting from, or arising out of work performed under this Permit by Permittee or its officers, agents, employees, subcontractors or anyone under the Permittee's direction and control. This indemnity obligation does not apply to claims arising from the sole negligence, willful misconduct or active negligence of the City. The indemnity obligation being imposed is intended to comply with Civil Code Section 2782.
18. Permittee is required to comply with all City Ordinances. Permittee is required to maintain insurance as set forth in City Ordinances, including, but not limited to Section 6-2.03(a) and 6-1.04. Permittee shall add the City as an additional insured under any and all insurance policies that provide insurance coverage for the work being done under this Permit. Permittee is required to provide City with proof that City is added as an additional insured, including providing a certificate of insurance which identifies coverage for the work being done under this Permit and that the City is added as an additional insured.

---

Permittee's Name (Print)

---

Date

---

Signature



**CITY OF YUBA CITY**  
**ENCROACHMENT PERMIT – INSURANCE REQUIREMENTS**

The Permittee/Contractor shall procure and maintain for the duration of the encroachment permit insurance against all claims for injuries or damages to property which may arise from or in connection with the performance of work by the Contractor his agents, representatives, employees, or subcontractors.

- A) Minimum Scope of Insurance – Coverage shall be at least as broad as:
1. Insurance Services Offices Commercial General Liability coverage (occurrence Form CG0001)
  2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)
  3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
- B) Minimum Limits of Insurance – The Contractor shall maintain limits no less than:
1. General Liability: \$1,000,000 per occurrence for bodily injury, and property damage. The aggregate limit shall be \$1,000,000.
  2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  3. Workers Compensation: Statutory Limits.
  4. Employers' Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
- C) Deductibles and Self-Insurance Retention – Any deductibles or self-insurance retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the City, its officers, officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D) Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:
1. The City, its officers, official, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor, and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an Additional Insured endorsement (CG20 10 11 85 or equivalent) to the Contractors insurance policy, or as a separate owner's policy.
  2. For any claims related to the encroachment permit, the permittee/contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, official's employees or volunteers shall be excess of the Contractors insurance and shall not contribute with it.
  3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.
- E) Acceptability of Insurer – Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- F) Verification of Coverage – Contractor shall furnish the Entity with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City, unless the insurance company will not use the City's forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the insurance policies, including endorsements effecting the coverage required by these specification.
- G) Subcontractors – Permittee/Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

- H) Waiver of Subrogation – Permittee/Contractor hereby agrees to waive subrogation which any insurer of permittee/contractor may acquire from permittee/contractor by virtue of the payment of any loss. Permittee/Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the permittee/contractor, its employees, agents and subcontractors.

If the permittee/contractor fails to maintain any insurance as required by the encroachment permit, the City of Yuba City may take out such insurance to cover any damages for which the City of Yuba City might be held liable on account of the operations under this encroachment permit. Nothing herein contained shall be construed as limiting in any way the extent to which the permittee/contractor may be held responsible for payment of damages resulting from his operations, or those of any subcontractor under him. Maintenance of proper insurance coverage is a material element of the encroachment permit and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

## **YUBA COUNTY DEPARTMENT OF PUBLIC WORKS DRIVEWAY CONSTRUCTION & ENCROACHMENT PERMIT GENERAL PROVISIONS**

### **1. AUTHORITY:**

Each permit is issued in accordance with Chapter 5.5 of Division 2, commencing with Section 1450 et seq., of the Streets and Highways Code (SHC) and Yuba County Ordinance Code, Chapter 9.50 and 11.52.

### **2. REVOCATION:**

Except as otherwise provided for public corporations, franchise holders, and utilities, permits are revocable on five (5) days notice. These General Provisions, Utility Maintenance Provisions, and any permit issued hereunder are revocable or subject to modification or abrogation at any time without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operation purposed in the County highway right-of-way.

### **3. RESPONSIBLE PARTY:**

No party other than the named permittee or their agent is authorized to work under any permit.

### **4. ACCEPTANCE OF PROVISIONS:**

It is understood and agreed by the permittee that doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.

### **5. NOTICE PRIOR TO STARTING WORK:**

Before starting work under the permit, the permittee shall notify the designated department representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) working days, an additional notification is required before restarting work unless a pre-arranged agreement has been made with the department's representative. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the department's representative.

### **6. STANDARDS OF CONSTRUCTION:**

All work performed within the highway shall conform to the latest edition of the Yuba County Improvement Standards and the current California Department of Transportation Standard Specifications and any Special Provisions relating thereto.

### **7. INSPECTION AND APPROVAL BY THE DEPARTMENT:**

All work shall be subject to monitoring, inspection, and approval by the Department. The permittee shall request a final inspection and acceptance of the work.

### **8. KEEP PERMIT ON THE WORK SITE:**

The permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the department or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**

### **9. CONFLICTING PERMITS:**

If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the department.

### **10. PERMITS FROM OTHER AGENCIES:**

The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the department's permit.

### **11. PROVISIONS FOR PEDESTRIANS:**

Where facilities exist, a minimum sidewalk and bike path width of four feet (4) shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of closure at the nearest crosswalk or intersection to divert pedestrians across the street.

### **12. PROTECTION OF TRAFFIC:**

Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices, shall conform to the requirements of the Manual of Traffic Controls issued by the California Department of Transportation. Traffic control for day or nighttime lane closures shall be in conformance with California Department of Transportation Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.

### **13. MINIMUM INTERFERENCE WITH TRAFFIC:**

All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the Instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issued by the Department. A traffic control plan shall be submitted to the County for comment.

### **14. STORAGE OF EQUIPMENT AND MATERIAL:**

No material shall be stored within eight (8) feet of the edge of the pavement or traveled way or within the shoulder lines where the shoulders are wider than eight (8) feet. Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).

### **15. CARE OF DRAINAGE:**

If the work contemplated in any permit shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the department.

### **16. MAKING REPAIRS:**

In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the County highway facility which has been excavated or otherwise disturbed by permittee. The permittee shall maintain the surface over facilities placed under any permit. If the highway is not restored as herein provided for, or if the department elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.

### **17. CLEAN UP RIGHT-OF-WAY:**

Jobsite and right of way shall be kept clean at all times. Upon completion of the work all brush, timber, scraps, material, etc., shall be entirely removed and the County right-of-way shall be left in as presentable a condition as existed before work started.

### **18. COST OF WORK:**

Unless otherwise stated on the permit or other separate written agreement, all cost incurred for work within the County right-of-way pursuant to this permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the County for such work.

### **19. ACTUAL COST BILLING:**

When the permittee is to be billed actual costs (as indicated on the face of the permit), such costs will be at the current hourly rate established by the department for permits.

### **20. SUBMIT PLAN:**

For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish two (2) sets of plans showing location and construction of other activity with its application. Prior to acceptance of the work, one (1) set of as-built plans shall be submitted to the Department of Public Works.

### **21. BONDING:**

This permit shall not be effective for any purpose unless, and until the permittee files with the department a surety bond when required by the department in the form and amount required by the department. A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under a permit or fails to maintain its plant, work, or facilities. The said bond shall remain in force for a period of one (1) year after acceptance of the work by the department.

**22. MAINTENANCE OF HIGHWAYS:**

The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to County facilities resulting from the encroachment.

**23. RESPONSIBILITY FOR DAMAGE:**

The County of Yuba and all officers and employees thereof, including but not limited to the Director of Public Works and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit. The permittee shall indemnify and save harmless the County and all officers and employees thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnify against the County its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the County its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County the permittee, persons employed by the permittee, or persons acting in behalf of the permittee.

**24. NO PRECEDENT ESTABLISHED:**

This permit is issued with the understanding that any particular action is not to be

considered as establishing any precedent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of County highways, or (2) as to any utility of the acceptability of any such permits as to any other or future situation.

**25. ARCHAEOLOGICAL:**

The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Permit Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Permit Engineer concerning the continuation of the work.

**26. FUTURE MOVING OF INSTALLATIONS:**

If the Encroachment Permit was issued at the request of the permittee, it is understood that whenever County construction, reconstruction or maintenance work on the highway requires the installation to be moved, adjusted or relocated, the permittee, at his sole expense, upon request of the department, shall comply with said request.

**27. RIGHT OF ENTRY:**

By signing the Permit Application, the applicant agrees to allow County Personnel right of entry to the property to inspect project site.

**28. DEVIATIONS:**

The permittee shall notify the department in writing of any proposed deviations or changes in the work to be done under any permit and shall not proceed therewith until he has obtained both the written consent of the department, and the written, signed and acknowledged consent to such deviation or change of any surety company whose bond or bonds are posted in connection with such work.

**29. CHANGES ON PERMITS:**

Any permit issued hereunder shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the department for the protection of the highways or to prevent undue interference with the traffic or to protect both persons and property within, upon or adjacent to the highways from damage or danger. In the case of changes or limitations or conditions to be made or imposed by the department after a permit is issued hereunder, the department shall notify the permittee thereof, in writing, either by mail to the address set forth on the application or by personal service upon the permittee. Such change in new limitation or condition shall be effective twenty-four (24) hours after deposit in the United States mail or immediately upon personal service.

**30. PRESERVATION OF MONUMENTS:**

Any monument set for the purpose of locating or preserving the lines of any road or property subdivisions, or a precise survey reference point, or a permanent survey bench mark within the county shall not be removed or disturbed or caused to be removed or disturbed without first obtaining permission in writing from the department to do so. Before monuments, reference points and bench marks are disturbed, or removed, they shall be tied out by a licensed surveyor or registered civil

engineer or under the directions of same. After completion of the work, the monuments, reference points and bench marks shall be accurately reset at the expense of permittee.

**31. PROTECTION OF ADJOINING PROPERTY:**

The permittee shall at all times and at his own expense preserve and protect from injury any adjoining property by providing proper foundations and taking other measures suitable for the purpose. Where in the protection of such property it is necessary to enter upon private property for the purpose of taking appropriate protective measures the permittee shall first attempt to obtain a license from the owner of such private property for such purposes. The permittee shall, at his own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the excavation work and shall be responsible for all damage to any roads or other public or private property, real and personal, resulting from his failure properly to protect and carry out such work subject to the foregoing provisions relating to entry upon private property. Whenever it is necessary to trench through any lawn area, the permittee shall carefully cut the sod and upon completion of the work shall replace it or reseed the area if cutting a replacing sod is impractical. All construction and maintenance work shall be done in a manner calculated to leave the lawn area clean of earth and debris and in a condition as close as possible to that which existed before such work began. The permittee shall not remove, even temporarily, any trees, or shrubs which exist in parking strip areas without first obtaining the consent of the department or other county officials having control of such property.

**32. SAVE HARMLESS AGREEMENT:**

The permittee agrees to save and hold harmless the County and each and every officer and employee thereof from any liability or responsibility for any accident, loss or damage to persons or property arising out of or connected in any way with any work done by the permittee under any permit granted hereunder.

**33. DISCLAIMER OF LIABILITY:**

These provisions shall not be construed as imposing upon the County or any official or employee any liability or responsibility for damages to any person injured by the performance of any work for which the permit is issued hereunder, nor shall the County or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any work permitted hereunder.