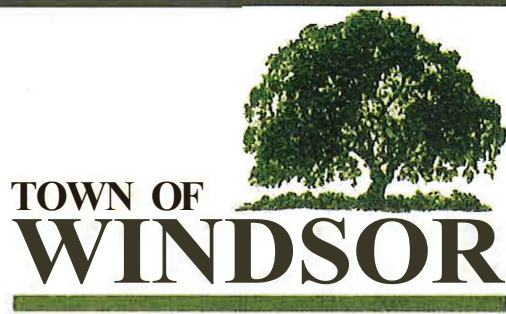




ENCROACHMENT PERMIT APPLICATION AND SUBMITTAL INSTRUCTIONS PUBLIC HANDBOOK

**Town of Windsor
Engineering Division**
8400 Windsor Road, Bldg 100
Windsor, CA 95492-0100
(707) 838-5340, Fax (707) 838-5300

Office hours:
Monday through Thursday: 7:00 a.m. to 6:00 p.m.

Inspection Hours:
Monday through Friday 7:00 a.m. to 4:00 p.m.

ENCROACHMENT PERMIT APPLICATION & SUBMITTAL INSTRUCTIONS PUBLIC HANDBOOK

Table of Contents

1. Form A - Encroachment Permit Application
2. Exhibit A - Encroachment Permit Application: Submittal Instructions and Requirements
3. Exhibit B - Encroachment Permit Standard Conditions
4. Exhibit C - Encroachment Permit Specific Insurance Requirements and Required Policy limits
 - Insurance Forms
 - Bond Forms
5. Exhibit D - Town of Windsor Business License Application
6. Exhibit E - Encroachment Permit Tree Disclosure Statement
7. Exhibit F - Encroachment Permit Existing Well/Septic System Disclosure
8. Exhibit G - Traffic Control Plan Guide
9. Exhibit H - Engineering Fee Schedule



**Town of Windsor
Engineering Division**
8400 Windsor Road, Bldg. 100
P.O. Box 100
Windsor, CA 95492-0100
Office Hours: Mon – Thurs 7:00am – 6:00pm
(Form A)

ENCROACHMENT PERMIT

PERMIT NO. _____

(For office use only)

(Date / Initials)

USA Number: _____

Performance Bond #: _____

Maintenance Bond #: _____

Expiration Date: _____

Permit Fee: _____

Permit Issue Date: _____

Permit Expiration Date: _____

Date Permit Finaled: _____

APPLICANT TO COMPLETE THIS PART

(Please Print or Fill out electronically)

☒ Type of Activity

- | | |
|--|---|
| ☐ Utility: Water, Sewer, Recycled | ☐ PG&E, ATT, Comcast |
| ☐ Sidewalk / Curb / Gutter / Pavement | ☐ Maintenance |
| ☐ Driveway: New / Replace / Repair | ☐ Debris Box |
| ☐ Equipment: Crane, scaffold | ☐ Outside Water |
| ☐ Other: _____ | ☐ Drainage |

Check One: Project General Contractor ☐ Project Subcontractor ☐

Permittee: _____

Phone Number: _____

Address: _____

Fax Number: _____

Contact: _____

Cell/Emergency: _____

E-mail: _____

Business License #: _____

Contractor's License #: _____

Contractor's Class: _____

Attention: General Contractors & Subcontractors – List all subcontractors working for your company on this project on page 2

Project Name: _____

Anticipated Start Date of Construction: _____

Work Site Address: _____

Construction End Date (Estimated): _____

Scope of work:

Excavation in Public Right-of-way? ☐ No | ☐ Yes

If “yes” provide U.S.A. Ticket Number*: _____

Regarding property being served: _____

* Permit will not be issued without applicant providing USA ticket number.

Is there an existing water well? ☐ No | ☐ Yes | ☐ N/A

Is there an existing septic system? ☐ No | ☐ Yes | ☐ N/A

PERMITEE TO READ AND SIGN BELOW:

Permittee agrees to accept sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property, that this requirement shall apply continuously and not be limited to normal working hours. Permittee agrees to accept all responsibility for loss and/or damage to any person or entity and to indemnify, hold harmless, defend and release the Town of Windsor, its agents and employees, from and against any and all liability actions, claims, damages, costs, or expenses which may be asserted by any person or entity including Permittee arising out of or in connection with the willful act or negligence of Permittee performing the work associated with the Encroachment Permit, whether or not there is concurrent negligence on the part of the Town of Windsor, but excluding liability due to the sole active negligence or sole willful misconduct of the Town of Windsor. Permittee shall require and verify that all subcontractors maintain insurance, meeting all Town of Windsor insurance requirements and shall ensure that the Town of Windsor is an additional insured on insurance required from subcontractors.

The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Permittee under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Permittee and shall continue to bind the parties after termination/completion of this permit. Permittee shall comply with all Encroachment Permit requirements and procedures, attached hereto as Exhibit A. including but not limited to the procurement and maintenance of insurance and bonding requirements set forth therein.

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH AND SUBJECT TO THIS PERMIT'S TERMS AND CONDITIONS, THE STATE VEHICLE CODE, STATE STREETS AND HIGHWAYS CODE, AND IS SUBJECT TO INSPECTION AND APPROVAL.

Date: _____

Permittee Signature: _____

Print Name: _____

(When Encroachment Permit is issued for a special event involving a street closure a copy shall be forwarded to Police and Fire)

A COPY OF THIS ENCROACHMENT PERMIT SHALL BE ON THE JOB SITE
TOWN OF WINDSOR **ENCROACHMENT PERMIT**

SUBCONTRACTORS:

Provide business name, contact name, address, phone number and e-mail.

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

Prime contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Prime Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.

To be Completed by Town Staff Only

IF THIS ENCROACHMENT PERMIT IS ASSOCIATED WITH A CAPITAL IMPROVEMENT PROJECT, A LAND DEVELOPMENT PROJECT OR A MAINTENANCE OR REPAIR CONTRACT, THE PUBLIC WORKS PROJECT MANAGER OR PUBLIC WORKS SUPERVISOR RESPONSIBLE FOR THE PROJECT SHALL INITIAL THIS APPLICATION VERIFYING THE PROJECT IS READY TO BE ISSUED AN ENCROACHMENT PERMIT:

 PROJECT MANAGER
 SIGNATURE/ INITIALS

 Date



**TOWN OF WINDSOR
ENCROACHMENT PERMIT APPLICATION**

Indemnity Agreement and Acknowledgment of Insurance Requirements

The undersigned Applicant and/or Contractor hereby affirm(s) that for the purpose of the Insurance Requirements for Contractors (Encroachment Permits) attached hereto and incorporated herein by reference, and in consideration of approval by the Town of the Encroachment Permit, the Encroachment Permit is considered to be a written contract and a binding agreement between the Town and the Contractor to provide the required coverage, and that a copy of this agreement and requirements have been provided to the Insurer.

The undersigned further agree(s) to defend, hold harmless, indemnify and defend the Town, its officers, officials, employees and volunteers from and against any and all claims, damages, losses and expenses, including attorney fees, real or alleged liability arising out of or in connection with the work performed by the Applicant and/or Contractor.

Applicant and/or Contractor agree(s) to assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property, that this requirement shall apply continuously and not be limited to normal working hours.

CONTRACTOR'S SIGNATURE

Signed: _____ Date: _____
Contractor

Print Name: _____

Company Name: _____

APPLICANT'S SIGNATURE (IF APPLICANT IS NOT CONTRACTOR PERFORMING WORK)

Signed: _____ Date: _____
Applicant

Print Name: _____

Company Name: _____

FOR TOWN USE

Fees Paid: \$ _____ Date: _____ Receipt Number: _____

Permit Number: _____ Date Approved: _____



Encroachment Permit Application Submittal Instructions and Requirements

The Town of Windsor requires a Contractor, or in some cases, a private property owner to obtain an Encroachment Permit to perform work within the Town's public right-of-way or to encumber the public right-of-way for non-Town use, such as placing a debris box in the public right-of-way or having a block party using the public right-of-way.

A public right-of-way is Town owned property such as streets, sidewalks, utilities, storm drains, parks, buildings, etc or it may be a Town easement such as a Public Access Easement, Utility Easement, Emergency Vehicle Access, etc. **If you have any concerns** as to whether you will be working within or encumbering a Town public right-of-way, please contact Town staff for clarification at (707) 838-5340.

In order for the Town's Public Works Department to be able to issue an Encroachment Permit several forms and documents are required to be completed and submitted to various departments. This packet includes the forms and other information documents that are required for obtaining an Encroachment Permit. Visit the Town of Windsor website at <http://www.ci.windsor.ca.us/DocumentCenter?FID=78> for the latest version of insurance forms. The Business License Application can be found on the website at <http://www.ci.windsor.ca.us/index.aspx?nid=425>.

Encroachment Permit Fees are due prior to Encroachment Permit issuance.

The Town of Windsor has eleven categories of work that occurs within the Public Right-of-Way that require Encroachment Permits. They are;

- Type 1) General Work within the public right-of-way
(not related to Encroachment Permit Types 2 through 9 below)
- Type 2) Land Development Projects
- Type 3) Capital Improvement Projects
- Type 4) Town Maintenance and Repair Contracts
- Type 5) Private Utilities performing work within the Town public right-of-way
- Type 6) Outside Water projects
- Type 7) Encumbrances within the public right-of-way for non-Town use
- Type 8) Annual Maintenance (Private)
- Type 9) Emergency Work
- Type 10) Debris Box placed in the public right-of-way
- Type 11) Swimming Pool Installation using the public right-of-way as staging and work area

The following work does not need an Encroachment Permit:

- a) Licensed Surveyors performing survey work within a public right-of-way
- b) Special Events processed through the Planning Department

The following documents are required prior to issuance of an Encroachment Permit and may be submitted in person, e-mail, FAX or by mail:

☐ **Encroachment Permit Application:** Application must be completed and signed. All Encroachment Permit types require an application. Please provide the following:

◆ **An Underground Service Alert (USA) number is required** when any permittee is planning to excavate or trench within the public right of way by Cal. Gov. Code § 4216.9. For information on how to obtain an USA number visit USANorth811.org or call 811.

A USA number is not required in emergency situations.

- ❑ **CAL-OSHA permit** is required when trenching or excavation is 5 feet or deeper. Visit <http://www.dir.ca.gov/dosh/ReqPermitRegCertNotificatio.htm#Permits>, for application information.
- ❑ **Three sets of plans:** Plans are to show all proposed improvements in the public right-of-way.
 - ◇ Plans are not necessary for Type 3 Encroachment Permits.
 - ◇ Staff will verify with Town Engineer (or the Town Engineer's Deputy) if approved plans are filed on Type 2 and 6 Encroachment Permits
 - ◇ Staff shall receive a **Project Ready to Issue** form from project managers on Type 3 and 4 Encroachment Permits
- ❑ **Cost Estimate** of work proposed within the public right-of-way.
 - ◇ No cost estimate are necessary for Type 5, 7, 8, 10 and 11
 - ◇ Staff will verify with Town Engineer (or the Town Engineer's Deputy) if approved estimates are filed on Type 2 and 6 Encroachment Permits
 - ◇ Staff shall receive a **Project Ready to Issue** form from project managers on Type 3 and 4 Encroachment Permits
 - ◇ Staff may require a cost estimate depending on project on Type 9 Encroachment Permits.
- ❑ **Contractor's License/ Business License** Contractors and subcontractors are to provide documentation to verify their Contractor's license, the contractor's classification and a current Town of Windsor business license. (ToW Code Section 3-6-120)

Note: 1. Each subcontractor is required to provide their own documentation and obtain their own Encroachment Permit for the portion of work they anticipate to perform.

 - ◇ Verification not required on Type 5 Encroachment Permits but their subcontractor's are required to be verified.
 - ◇ Town of Windsor project managers verify contractor/subcontractor's documentation on Type 3, 4, and 10 Encroachment Permits
- ❑ **Bonds:** Town of Windsor bond forms must be used, no exceptions. Unless otherwise approved by Town staff, bonds will be based on the approved cost estimate of the work proposed in the public right of way. Cash security or other approved instrument of credit may also be accepted as approved by the Town Engineer. Private Utility Companies with agreements with the Town of Windsor are self-bonded and do not require staff to verify bonding.
 - **Performance Bond** is required for 100% of the value of the work proposed within the Town public right-of-way.
 - If the proposed work does not include any trenching or excavation then the performance bond is 100% of the value of the work. For projects with the estimated value of the work less than or equal to \$3,000.00, the minimum bond amount shall be \$3,000.00.
 - If the proposed work does include trenching or excavation then the performance bond is 100% of the value of the work. For projects with the estimated value of the work less than or equal to \$10,000, the minimum bond amount shall be \$10,000.00.
 - **Maintenance Bond:** If the cost estimate for the work proposed in the public right of way is over \$25,000, then a Maintenance Bond is required for 10% of the value of the performance bond.
 - ◇ Bonds are not required to be verified on Type 5 and 10 Encroachment Permits
 - ◇ Town of Windsor project managers verify bonding on Type 3 and 4 Encroachment Permits

- ❑ **Insurance Requirements:** The Town of Windsor has specific insurance requirements a contractor and

subcontractor must carry in order to perform work within the Town of Windsor public right-of-way. The contractor/subcontractor must use the Town of Windsor insurance forms.

◇ Completed insurance forms must be submitted through e-mail, as a PDF attachment, or faxed to:

- Special Projects Manager

(707) 838-5330, Fax: (707) 838-1269

- Please call the number above to obtain the proper e-mail address.

◇ Each subcontractor not covered under the primary contractor's insurance shall carry their own insurance as required by the Town of Windsor.

◇ Insurance is not required to be verified on Type 5 and 10 Encroachment Permits as these entities have approved agreements

◇ Town of Windsor project managers verify insurance on Type 3 and 4 Encroachment Permits

☐ **Tree Disclosure Statement:** A completed Tree Disclosure Statement shall be included in the submittal packet.

◇ The Tree Disclosure Statement is not required to be submitted on Type 2, 4, 6, 8, 10 and 11 Encroachment Permits. Tree issues if any have been evaluated prior under agreements or other reviews

◇ Town of Windsor project managers verify tree issues on Type 3 and 4 Encroachment Permits

☐ **Existing Well/Septic System Disclosure Statement:** This form is required to be completed if the project involves installing new, connecting to, replacing of, or repairing existing Town of Windsor water or sewer facilities.

☐ **Traffic Control Plan:** When the proposed work affects vehicular, bicycle or pedestrian traffic, then two copies of a Traffic Control Plan is required to be submitted. The Traffic Control Plan must be consistent with the current CA-MUTCD which can be viewed at <http://www.dot.ca.gov/camutcd>. Refer to Exhibit G for more specific information regarding Traffic Control Plan (TCP).

The Town staff will review the Encroachment Permit submittal package for the proposed project. They will notify you if any revisions may be required. Once staff deems the submittal packet complete, staff will determine the Encroachment Permit terms, restrictions and conditions and the Encroachment Permit fees. The applicant will then be notified when the Encroachment Permit application is approved and the amount of the fee determined. Once fees are paid, the Encroachment Permit may be issued.

If you have any questions regarding the Encroachment Permit process and/or submittal documentation, contact the Engineering Department at (707) 838-5340.

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ENCROACHMENT PERMIT STANDARD CONDITIONS

Construction within the Town of Windsor Public Right-of-Way: Streets, Properties, and Easements

A. Definitions:

1. **Encroachment:** The term 'Encroachment' is used in this permit as defined in §1450, Sub.(b) and § 1460 of the Streets & Highways Code and Section 5885(c)(1) of the Public Utilities Code of the State of California, Town of Windsor Code Title XV §4-105-d. This permit is issued in accordance with and subject to the provisions of the Town of Windsor Municipal Code, Title X, Chapter 2 article 1 and 2.
- ii. **Town Engineer:** The person holding the position of "Town Engineer" for the Town of Windsor. The Town Engineer may assign duly authorized representatives to discharge the responsibilities of the Town Engineer. The duly authorized representatives may include inspectors, maintenance staff, engineers, technicians or otherwise, to be known in this document as Town staff.

B. Ownership of Lands under Town of Windsor Public Rights-of-Ways:

1. **Easements:** In some instances, the Town does not own the land in which its right-of-ways traverse, the Town's interest being limited to the easement only. Therefore, this permit covers surface operations at all locations where the Town has no subsurface rights and in such cases does not purport to authorize any excavation, laying of pipe lines, setting of poles, or other operations below the surface of the easement. In such cases, it is the responsibility of the Permittee to obtain the consent of the subsurface owner(s) before undertaking any of the below-surface operations.
2. **In Fee (Simple):** The Town of Windsor owns the underlying land.

C. General

1. **Acceptance of Provisions:** It is understood and agreed by the Permittee that the performance of any work under this permit shall constitute an acceptance of these provisions.
2. **Start of Work:** This permit is void unless the proper notification is given **48 hours prior to starting work**. Notification shall be made by emailing the approved permit to the Town of Windsor Public Works Inspector at tdavis@townofwindsor.com, and receiving approval by the PW Inspector. PW Inspector can be reached by phone at 707-228-8677.
3. **Permit Documentation on Site:** The following documents are required to be kept at the work site(s) at all times and must be shown to Town staff upon request.
 - a. Encroachment Permit, Encroachment Permit "Terms, Conditions and Restrictions" and the Encroachment Permit Standard Conditions,
 - b. Traffic Control Plan (TCP) specific to job location,
 - c. Project Storm Water Pollution Prevention Plan (SWPPP) & Rain Event Action Plan (REAP), as applicable, and any other required NPDES and CASQA information.
 - d. Town approved project plans.
4. **Superintendence:** The Permittee shall have an authorized representative at the project site at all times, in accordance with the Town of Windsor Earthwork Construction Standards, and a Competent Person per CAL/OSHA Safety Requirements during, but not limited to excavations.
5. **Character of Workers:** Contractors and workers employed by the Permittee shall be subject to "Character of Workers" as required in the latest adopted State of California Department of Transportation Standard Specifications.

6. **Control of Work:** All work performed and all materials furnished under this permit shall be subject to the inspection and approval by the Town Engineer or duly authorized representatives. Such inspection and approval of work and materials shall not relieve the Permittee of any of their obligations to complete the work as specified using materials as specified.
7. **Access to Work Area:** Town Staff shall have access to the work area at all times in order to ascertain that the methods, materials, and workmanship are in accordance with the requirements and intent of this Encroachment Permit.
8. **Standards:** Work shall comply with the latest editions of the Town of Windsor Design and Construction Standards, TOW Earthwork Construction Standards, TOW Asphalt Placement Standards and with the Terms, Conditions, and Restrictions attached to the Encroachment Permit. Other specifications, plans, and details shall be followed at the direction of the Town Engineer or their representative.
9. **Inspections:** It will be necessary to obtain approval from Town staff for the work completed at each phase of construction activity. Approval must be obtained prior to beginning the next work phase. Construction shall proceed in planned phasing that does not jeopardize subsequent work.

Inspection and approval by the Town Inspector and other testing and inspections by Contractor Quality Control laboratory (QC) and reviewed, if necessary, by Town Quality Assurance (QA) laboratory/engineering services are required for all construction (Refer to current TOW Earthwork Construction Standards), unless otherwise approved or waived by the Town Engineer.

Town staff may require non inspected, non approved, or inferior work to be opened, removed, repeated, altered, or corrected.

Cost of the added work shall be the responsibility of the Permittee.

9.A) Health and Safety: Inspection by the Town shall include the contractor/permittee's compliance with all applicable Health and Safety standards, including Federal, State OSHA, local or other municipal standards. Knowing and following safety standards is the permittee/contractor's responsibility. The contractor/permittee shall be liable for any negative impact on life or health to workers or public caused by negligence during or related to their work.

9.B) Town inspectors may stop a project at anytime that they deem safety is a concern. All Equipment, stored tools, open trenches, or other work areas must be safely cordoned off from the public. This may include fencing, barricades or other protection, as required by the Town.

10. **Rejecting Work:** The Permittee, or authorized agent, shall be responsible of all phases of work.

The Permittee will comply with the request to repair, replace or remove defective work that is rejected by Town staff, and perform work at the Permittee's expense.

11. **Storage of Material:** No materials shall be stored in the street or within eight (8) feet from the edge of the traveled way, unless allowed by Town staff. Materials in the right-of-way may be removed by Town staff at the Permittee's expense. All stored materials and equipment shall be fenced or cordoned off for public safety.
12. **Maintenance:** The Permittee agrees to exercise reasonable care to maintain the public right-of-way in the area of work. Any damage to public right-of-way; including: street, curb, gutter, sidewalk, landscaping, irrigation, etc caused by work as permitted under the Encroachment Permit shall be repaired, replaced or removed to the satisfaction of the Town Staff at the Permittee's expense.

13. **Damage to Public Right-of-Way due to work performed or failure to perform work under the Encroachment Permit:** The Permittee is liable for all property damage to the Town public right-of-way which may arise out of work performed as permitted under the Encroachment Permit, or which may arise out of failure, on the Permittee's part, to perform their obligations under this Encroachment Permit.

If the Permittee does not repair, replace or remove damage to the Town's public right-of-way because of work performed or for failure to perform work under the Encroachment Permit, as directed to do so by the Town Inspector and under the specified time period the Town Inspector has requested, then the Town may perform the required repair, replacement or removal of the damaged or incomplete work at the cost incurred by the Town including 100 percent of the administrative and overhead costs associated with such work. This cost shall be paid by the Permittee within 30 days of Permittee's receipt of the invoice for said repair, replacement or removal of damaged or incomplete work to Town property.

14. **Revocation of Encroachment Permit:** This Encroachment Permit may be immediately revoked by Town staff for reasons that are in the best interest of the Town for violation of permit conditions or for the creation of a nuisance. Upon notice given of such revocation, the applicant shall immediately cease all operations and restore Town right-of-way as directed by Town staff. After notification, the Town of Windsor may take full possession of the area. The permittee shall pay the cost incurred by the Town, including 100 percent of administrative and overhead costs, associated in restoration, repair and/or removal of materials to return the public right-of-way to original condition as approved by Town staff. This cost shall be paid by the Permittee within 30 days of Permittee's receipt for the invoice of said work.

15. **Repair of Town Facilities:** Resources must be available on the project site to repair any breaks or damage that may occur to existing Town utility facilities (sewer, water, recycled water and storm drains) during the term of this project.

16. **Clean Up Public Right-of-Way:** Upon completion of the work, debris and material shall be entirely removed and the public right-of-way cleaned and shall be left in as a presentable condition as before work started. The Town Inspector shall approve clean up before accepting the work as complete.

17. **Conflicting Construction:** When construction permitted under this Encroachment Permit falls within the limits of a Town of Windsor construction project, the Town of Windsor construction project has precedence. Work on this encroachment shall be coordinated with the Town of Windsor construction project so as not to create any conflict with the said project or this permit will be revoked. Work performed in the Town of Windsor requiring approval from outside authorities, such as right-of-way permission from CalTrans, may not proceed without approval from all agencies.

18. **Disposal of Excavated Materials:** A haul route may be required by Town staff for disposal of excavated materials. If the disposal site is within the Town Boundary then a disposal site agreement shall be approved by Town staff. If the disposal is outside of Town Boundary then only a haul route may be required by Town staff.

D. **Traffic Control** (Refer to Exhibit G of this permit for further Traffic Control Plan guidance):

1. **Traffic Control:** Permittee shall furnish and install all traffic and warning signs, barricades, etc., in accordance with the latest edition of the CA-MUTCD, information is available on the Internet at the following web link: <http://www.dot.ca.gov/camutcd>.
2. **Signing:** No work shall commence until traffic control signing has been installed in accordance with the approved traffic control plan.
3. **Sign Encroachment Permits:** Permittee shall obtain any State or County Encroachment Permits, and/or public utility or private property permission for the placement of signs, as applicable.
4. **Detour Plan:** Detour plan(s) shall be submitted to the Town staff for review and approval. No

detours or road closure shall be conducted without prior written approval from the Town.

5. **Sign Posting:** All signs shall be post mounted unless Town staff approves otherwise. Attaching signs to existing Town signs, posts, light poles, or traffic signals is not permitted. TCP signage shall be taken down at the end of each work period, unless otherwise approve by the Town Engineer.
6. **Additional Signs:** Town staff may require the Permittee to install additional signs as required for public safety.
7. **Existing Public Signs:** Relocation or removal of existing public signs shall not occur until approval has been obtained from the Town staff.
8. **Special Conditions:** Special Conditions may be imposed at specific locations during peak hour traffic as noted on the Encroachment Permit.

E. Boring, Excavation, Backfill and Pavement

1. **Pavement Cuts:** Pavement cuts shall be performed per STD 115 of the Town of Windsor Design and Construction Standards and the latest edition of TOW Earthwork Construction Standards.
2. **Trenchless technology (boring):** Town staff shall require the use of boring if it is in the best interest of the Town, it is technically, commercially, and economically feasible; and it is not in violation of federal or state regulations or industry safety standards.
 - a. Prior to construction, all existing underground public facilities within five feet of the boring shall be physically located (pot holed).
 - b. Construction shall be made in such a manner that will minimize interference with vehicular traffic. Unless otherwise approved by Town staff. The location of the boring pits shall be a minimum of three feet from the roadway to prevent undermining of the curb, gutter, or shoulder section, and the pit shall be dug to a depth sufficient to maintain a minimum boring depth of 42 inches below the traffic surface. Jetting types of boring equipment are not allowed.
 - c. Bore pits or trenches shall be cordoned off safely to protect the public while left open. All over-cutting shall be remedied by pressure grouting the entire length of the installation.
 - d. Pits or trenches excavated to facilitate boring shall be backfilled and compacted immediately after work is completed, or safely covered and cordoned off, and shall not be left open or unprotected at any time.
 - e. The contractor shall have the ability to locate the bore head upon request by Town staff.
3. **Pothole Restoration:** Potholes shall be saw-cut around the entire failing area, excavated, and base repaired using fresh base. Then immediate placement of the asphalt. Base and Asphalt per TOW Design & Construction Stds, Earthwork Construction Specifications & Asphalt Placement Standards.
4. **Crossing Roadway:** Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing the pavement. Pavement or roadway shall not be cut unless specifically permitted by Town staff. Service pipes will not be permitted inside of any culvert pipes used as drainage structures.
5. **Trench Backfill:** Trench backfill and backfill materials shall conform per STD 115 of the Town of Windsor current Design and Construction Standards and Earthwork Construction Standards.
6. **Temporary Patching:** The Contractor shall continually maintain the patch, at the contractor's expense, and as directed by Town Staff, until the final pavement is placed. Temporary paving and other loose or unacceptable material shall be completely removed prior to final paving.
 - a. Unless installing permanent paving, temporary paving shall be placed at the end of each work day. Temporary pavement shall be 2" minimum thickness and shall be replaced within ten working days with permanent pavement.
 - b. Open trench must be backfilled and capped with at least 2" of cold mix asphalt; or with non-skid plates, that are pinned and surrounded smoothly by cut-back. Metal plates are required to be in

- place during all non-working hours. The Permittee shall maintain these plates at all times.
- c. Temporary patching of trench is required on lateral cuts in surfaced streets immediately after backfilling. After completion of the refilling and compacting of the backfill material in the excavation as specified and the removal of the obstruction, the permittee shall promptly replace with temporary or permanent patching material or repair any portion of the road surface removed or damaged by the excavation, obstruction or construction operations to the satisfaction of Town staff. Temporary patching material may be left in place for up to 10 working days, but must be maintained by the permittee during this time.
 - d. Hot patch is required at high traffic areas, such as intersections, or in harsh weather.

7.Final Paving: The Contractor shall apply the final paving no later than ten (10) working days after traffic is allowed to pass over the work area. Failure to do so may require the Town Forces to perform the paving work with the cost incurred by the Town including 100 percent of the administrative and overhead costs associated with such work, fully reimbursed by the permittee. This paving cost shall be paid by Permittee within thirty (30) days of Permittee's receipt of invoice of such paving costs. Permittee shall restore the roadway to its preconstruction condition unless otherwise directed by Town staff. All Paving shall comply with current TOW Asphalt Pavement Standards.

F. Public Safety: In addition to any other measures taken by the Contractor pursuant to the latest adopted provisions of the Standard Specifications of the State of California DOT regarding "Public Safety" the Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when one of the following conditions exist.

1. **Excavations:** Any excavation with the near edge which is 12 feet or less from the edge of the lane, except:
 - a. For excavations covered with steel trench plates or concrete covers in accordance with the latest adopted provisions of the Standard Specifications of the State of California Department of Transportation, or provisions within this permit, to prevent accidental entry by traffic or the public. Stricter excavation safety may be directed by the Town Engineer as necessary.
 - b. For excavations in side slopes, where the slope is less than 4:1, and fully comply with OSHA.
 - c. For excavations protected by an existing barrier or railing.
2. **Temporarily Unprotected Permanent Obstacles:** Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Town Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
3. **Storage Areas:** Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

G. ADA Requirements

1. **Pedestrian Traffic and the ADA:** Temporary paving in areas subject to pedestrian traffic shall be compliant with the latest ADA regulations and shall be constructed with non-slip surfaces. The Americans with Disabilities Act (ADA) is a civil rights law which mandates equal opportunity for individuals with disabilities. The Title II of the ADA prohibits discrimination in access to public facilities, this includes, but not limited to, pedestrian access on sidewalks and streets, including crosswalks, curb ramps, parking and other components of the right of way in the accessible route of travel.
All work within the public right of way must comply with current requirements of the Americans with Disabilities Act (ADA). If the work in the public right of way affects pedestrian access, the

permittee is required to provide a compliant accessible route of travel including proper signage at the pedestrian access and egress. The temporary accessible route of travel shall be inspected and approved by the Town of Windsor's inspector prior to work commencing.

H. Drainage

1. **Maintenance of Drainage:** Work performed under the Encroachment Permit shall not interfere with the established drainage. The Contractor shall maintain drainage through the work area. Such work shall include but not be limited to keeping all culverts and inlets clean and open. Natural drainage entering the work site shall not be obstructed in any way. The Contractor shall take any and all measures necessary to prevent the flow of silt and debris from leaving the work site. Any silt and debris accumulation in drainage facilities off the work site due to the construction shall be removed immediately. All drainage from the job-site must comply with Federal, State, and Town regulations.
2. **Storm Water Guidelines:** All construction shall conform to the requirements of the State of California, Construction Activities Storm Water General Permit 2009-0009-DWQ permit, effective July 1, 2010 or most current, to the "Guidelines for the Standard Urban Storm Water Mitigation Plan," (2005 SUSMP Guidelines), dated June 3, 2005 and adopted by the Town of Windsor, April 21, 2010.

Construction work within the Town of Windsor shall fully comply with all current EPA Storm Water Pollution Prevention Plan (SWPPP), the California Department of Transportation Storm Water Management Plan, The California Regional Water Quality Control Board, National Pollutant Discharge Elimination System (NPDES), and current CASQA Best Management Practices (BMP), along with all other environmental quality and monitoring necessary. This includes all LID Structures.

I. Tree Protection

1. **Removal or trimming of trees:** Removal or trimming of protected trees requires Town of Windsor planning approval; refer to the Town of Windsor Code – Title XVII, Zoning, Chapter 27.36 – Tree Preservation and Protection.
2. **Tree Protection in the Work Area:** The contractor shall follow any conditions imposed on the Encroachment Permit regarding Tree Protection in the area of work.

II. Work Hours

1. **Work Hours permitted:** Unless approved otherwise, working hours shall be between 7:00 a.m. and 5:00 p.m. Monday through Friday.
2. **Work on Weekends and Holidays:** Unless approved otherwise, no work shall be performed on weekends or holidays.
3. No Work Shall Be Performed After Dark unless safely lit, which must include lighted barricades, retro-reflective clothing for workers, and pre-approval by the Public Works Inspector.



Town of Windsor

8400 Windsor Road, Bldg 100
P.O. Box 100
Windsor, CA 95492-0100
(707) 838-5340, Fax (707) 838-5300

EXHIBIT C

**INSURANCE REQUIREMENTS &
REQUIRED POLICY LIMITS**

INSURANCE REQUIRED

Contractor shall procure and maintain, for the duration of the project, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

CONTRACTORS/SUBCONTRACTORS:

Note: if the subcontractors are not covered under the primary's insurance then the subcontractors shall carry their own insurance as required by the Town of Windsor.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (with the CG 0001, or insurer's equivalent endorsement provided to the Town.)
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability insurance.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. **General Liability:** \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations as determined by Town staff. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$2,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions: The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations as performed by or on behalf of the contractor; or automobiles owned, leased, hired or borrowed by the contractor.
2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Contractor's 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, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

The Worker's Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the Town.

Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers, or the contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town

Verification of Coverage

Contractor shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms provided those endorsements conform to the Town's requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

HOMEOWNERS : Minimum Scope of Insurance

1. If a licensed contractor is not involved, a copy of the Homeowners Insurance Policy Declarations Page, showing coverage is currently in effect, and will remain in effect throughout the project period.
 - a. If a contractor is involved then see procedure above for Contractors/Subcontractors.
2. An Additional Insured Endorsement which includes the following language, "The Town of Windsor, its officers, officials, employees and volunteers are Insureds"
3. For any claims related to this project, the insurance coverage shall be endorsed to contain primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the liability insurance and shall not contribute with it.

**CERTIFICATE OF INSURANCE
TOWN OF WINDSOR**

ISSUE DATE (/ /)

PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	COMPANIES	BEST'S RATING
INSURED	COMPANY A	_____
	LETTER B	_____
	C	_____
	D	_____
	E	_____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOURTH POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur. ☐ Owner's & Contractor's Prot. ☐ Other _____				General Aggregate	\$ _____
					Products-Comp/Ops Aggregate	\$ _____
					Personal & Advertising Injury	\$ _____
					Each Occurrence	\$ _____
					Fire Damage (any one fire)	\$ _____
					Medical Expense (any one person)	\$ _____
	AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Scheduled Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability				Combined Single Limit	\$ _____
					Bodily Injury (per person)	\$ _____
					Property Damage (per accident)	\$ _____
					Property Damage	\$ _____
	EXCESS LIABILITY ☐ Umbrella ☐ Other Than Umbrella Form					
					Each Occurrence	\$ _____
					Aggregate	\$ _____
	☐ Worker's Compensation & Employer's Liability				Statutory	\$ _____
					Each Accident	\$ _____
					Disease - Policy Limit	\$ _____
					Disease - Each Employee	\$ _____
	PROPERTY INSURANCE ☐ Course of Construction				Amount of Insurance	_____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the Town at the address indicated below.
- The Town, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
- It is agreed that any insurance or self-insurance maintained by the Town will apply in excess of and not contribute with, the insurance described above.
- The Town is named a loss payee on the property insurance policy described above, if any.
- All rights of subrogation under the liability insurance policy listed above have been waived against the Town.
- The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against the Town for injuries to employees of the insured resulting from work for the Town or use of the Town's premises or facilities.

CERTIFICATE HOLDER / ADDITIONAL INSURED	AUTHORIZED REPRESENTATIVE
TOWN OF WINDSOR its officers, officials employees and volunteers P.O. Box 100 Windsor, CA 95492-0100	SIGNATURE _____ TITLE _____ PHONE NO. _____

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

TOWN OF WINDSOR

ENDORSEMENT NO.

ISSUE DATE (/ /)

PRODUCER Telephone _____	POLICY INFORMATION Insurance Company: Policy No: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
NAMED INSURED	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the Town unless checked here, in which case only the following specific agreements and permits with the Town are covered: Town AGREEMENTS / PERMITS _____
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER _____	OTHER PROVISIONS
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance Name: _____ Address: _____ Telephone: () _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The Town, its officers, officials, employees and volunteer are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Town, the insurance afforded by this policy shall: (a) be primary insurance as respects the Town, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be in excess of the Named Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. With respect to the interests of the Town, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the Town. 4. SCOPE OF COVERAGE. This policy affords coverage at least as broad as: (1) If primary, Insurances Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.	
ENDORSEMENT HOLDER TOWN OF WINDSOR its officers, officials, employees and volunteers P.O. Box 100 Windsor, CA 95492-0100	AUTHORIZED REPRESENTATIVE ☐ Broker / Agent ☐ Underwriter ☐ _____ I _____ (print / type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind company to this endorsement. Signature _____ (original signature required) Telephone () _____ Date Signed _____

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INSURER
POLICY NO.
ENDORSEMENT NO:

ISO FORM CG 20 10 03 97 (MODIFIED)
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
SCHEDULE

TOWN OF WINDSOR,
its officers, officials, employees and volunteers

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your operations performed for that insured.

Modifications to ISO for CG 20 10 03 97

1. The Insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

Signature - Authorized Representative _____

Address _____

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INSURER
POLICY NO.
ENDORSEMENT NO:

ISO FORM CG 20 10 03 97 (MODIFIED)
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
SCHEDULE

TOWN OF WINDSOR,
its officers, officials, employees and volunteers

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your operations performed for that insured.

Modifications to ISO for CG 20 10 03 97

1. The Insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

Signature - Authorized Representative _____

Address _____

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**WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY
SPECIAL ENDORSEMENT**

TOWN OF WINDSOR

ENDORSEMENT NO. _____

ISSUE DATE (/ /) _____

PRODUCER Telephone _____	POLICY INFORMATION Insurance Company _____ Policy No: _____ Policy Period: (from) _____ (to) _____
NAMED INSURED Name: _____ Address: _____ Telephone: () _____	OTHER PROVISIONS
CLAIMS: Underwriter's representative for claims pursuant to this insurance Name: _____ Address: _____ Telephone: () _____	EMPLOYERS LIABILITY LIMITS \$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. CANCELLATION NOTICE. This insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the Town. 2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named insured for the Town. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.	
ENDORSEMENT HOLDER TOWN OF WINDSOR its officers, officials employees and volunteers P.O. Box 100 Windsor, CA 95492-0100	AUTHORIZED REPRESENTATIVE ☐ Broker / Agent ☐ Underwriter ☐ _____ _____ (print / type name), warrant that I have the authority to bind the above-mentioned insurance company any by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone () _____ Date Signed _____

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FAITHFUL PERFORMANCE BOND

WHEREAS, the Town Council of the Town of Windsor, State of California, has issued an encroachment permit dated _____, 20__ to _____ (hereinafter designated as "Principal") whereby Principal agrees to install and complete certain designated public improvements, identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said encroachment permit to furnish a bond for the faithful performance of said encroachment permit;

NOW, THEREFORE, WE, the Principal and _____, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Town of Windsor, hereinafter called "Town," in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these present. The conditions of this obligation are such that if the above-bound Principal, the Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said encroachment permit and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Town of Windsor, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of this obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this encroachment permit or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the encroachment permit or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____.

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City

State

Zip

Phone Number

(Attach Notary Acknowledgement)

END OF FAITHFUL PERFORMANCE BOND

#744544

MAINTENANCE BOND

WHEREAS, the Town Council of the Town of Windsor ("Town") and _____, (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a maintenance bond for the correction of any defects due to defective materials or workmanship in the work performed under said agreement.

NOW, THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the Town of Windsor in the penal sum of _____ Dollars (\$ _____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance of the contracted work, the Principal upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety
above named, on _____, 20____.

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City

State

Zip

Phone Number

Attach Notary Acknowledgement

END OF MAINTENANCE BOND

LABOR AND MATERIALS (PAYMENT) BOND

WHEREAS, the Town of Windsor, State of California, and _____
(hereinafter designated as "Principal") have entered into an agreement whereby the Principal
agrees to install and complete certain designated public improvements, which said agreements,
dated _____, 20____, and identified as project _____,
is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement Principal is required before entering upon the
performance of the work, to file a good and sufficient payment bond with the Town of Windsor,
to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of
Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, duly authorized to transact business
under the laws of the State of California, as corporate surety, are held firmly bound unto the
Town of Windsor, and all contractors, subcontractors, laborers, materialmen and other persons
employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil
Code of the State of California, in the sum of _____
Dollars (\$ _____) for materials furnished or labor thereon of any kind, or for
amounts due under the Unemployment Insurance Act with respect to such work or labor, or for
any amounts required to be deducted, withheld, and paid over to the Employment Development
Department from the wages of employees of the Principal and subcontractors pursuant to Section
13020 of the Unemployment Insurance Code with respect to such work and labor, that said
surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also
in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and
reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in
successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as
costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all
persons, companies and corporations entitled to file claims under Title 15 (commencing with
section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or
their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City

State

Zip

Phone

Attach Notary Acknowledgement

END OF LABOR AND MATERIALS BOND

#744543



Town of Windsor
Engineering Division
8400 Windsor Road, Bldg 100
P.O. Box 100
Windsor, CA 95492-0100
(707) 838-5340, Fax (707) 838-5300

EXHIBIT D

Town of Windsor Business License Application

A business license is required for any company working within the Town limits. It will be necessary to obtain a business license prior to issuance of an encroachment permit.

Refer to the following link at the Town of Windsor website to apply for a business license:
<http://www.ci.windsor.ca.us/index.aspx?nid=425>

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Town of Windsor
Engineering Division
8400 Windsor Road, Bldg 100
P.O. Box 100
Windsor, CA 95492-0100
(707) 838-5340 Fax (707) 838-5300

EXHIBIT E

REQUIRED DOCUMENT FOR
ENCROACHMENT PERMIT
ISSUANCE

TREE DISCLOSURE STATEMENT

Property Address: _____

The Town Code requires disclosure and protection of designated trees located on private and public property, and that they be shown on the site plan. A completed disclosure statement must accompany all encroachment permit applications. Please answer all sections, sign and date the document.

Section 1 - Indicate a "Yes" or "No" answer to general tree questions below.

Yes	No	
		1. The location of all trees 6" or greater in diameter <u>on or adjacent to the site</u> must be marked on the site plan and species indicated.
		(a) Are there trees at or around the site 6" or larger in diameter? (If "No", skip to Section 2).
		(b) Are there trees 6" or larger in diameter on the projects property?
		(c) Are there trees 6" or larger in diameter on Town right-of-way or Town property?
		(d) Are there trees 6" or larger in diameter on adjacent property overhanging the project site?

Section 2 - Indicate a "Yes" or "No" answer to questions regarding Protected Trees.

Yes	No	
		2. The location of any protected tree <u>on or adjacent to the site</u> regardless of diameter must be marked on the site plan and species indicated. (Protected trees are defined in the Town's Zoning Ordinance, excerpts attached.)
		(a) Are there protected trees at or adjacent to the site? (See Zoning Ordinance 27.36.040 Protected Trees)
		(b) All protected trees are marked on the site plans. Is this statement correct? (If "yes", see note below regarding protected trees.)
		(c) Are there any protected trees on the Town right-of-way or Town Property?
		(d) Are there any protected trees on the adjacent property overhanging the project site?

NOTE: Protected trees on or overhanging a development require the following: (1) size of the trunk diameter and accurate canopy of the dripline to be shown on the site plan, (2) protect the trees with a protective barrier (per the Town's Zoning Ordinance) to be shown on the site plan. A written statement shall be provided with this statement and a field inspection completed verifying that the protective fencing for the trees is in place before an encroachment permit will be issued. If activity is to occur within the dripline a Tree Preservation and Protection Plan must be completed by a certified arborist. The plan will be reviewed and approved by the Planning Depart. prior to issuance of any permit.

The undersigned agrees to the conditions of this form. I understand that knowingly or negligently providing false or misleading information in response to this disclosure requirement constitutes a violation of the Town of Windsor Code and may lead to legal action.

Applicants Signature _____

Applicants Printed Name _____

Date _____

Address, City, Zip Code _____

Phone Number _____

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Protected Tree "Tree Protection Zone" samples:

TPZ = Tree Protection Zone

Protected Tree on private property adjacent to the public right-of-way with it's Tree Protection Zone (TPZ) overlapping the work area

The Tree Protection Zone is a minimum of 36" beyond the drip line of the existing protected trees. See Zoning Code for specific requirements for actual TPZ determination.

Drip Line of existing tree

Protected Tree in the Town Public Right-of-Way with its TPZ overlapping the work area

Tree Protection Zone (TPZ)

Private Property

Protected Tree located in the public right-of-way with the TPZ overlapping the work area

Property Line

Town of Windsor Public Right-of-Way or Property

Sidewalk, Curb and Gutter

WORK AREA

EXCERPTS FROM
TOWN OF WINDSOR CODE – TITLE XVII ZONING – CHAPTER 27.36
TREE PRESERVATION AND PROTECTION

27.36.040 - Protected Trees

A protected tree is any of the following:

A. The following native oak trees six inch or greater:

Black Oak (<i>Quercus kelloggii</i>)	Valley Oak (<i>Quercus lobata</i>)
Blue Oak (<i>Quercus douglasii</i>)	Interior Live Oak (<i>Quercus wislizenii</i>)
Coast Live Oak (<i>Quercus agrifolia</i>)	Oracle Oak (<i>Quercus x morehus</i>)
Oregon Oak (<i>Quercus garryana</i>)	Chase Oak (<i>Quercus x chaseii</i>)

The following trees:

California Buckeye (*Aesculus, californica*) six inch or greater
California Bay (*Umbellularia, californica*) twelve inch or greater

Size is trunk diameter measured at a height of 4.5 feet from surrounding grade. Multiple trunk trees must possess at least one trunk with the above diameter (based on species) to be considered protected. (Smaller trees may also be protected under special circumstances. On projects where Planning Commission/Town Council approval is not required, determination will be made at the direction of the Planning Director.)

- B. Heritage trees as identified by Council resolution
- C. Significant groves or stands of trees. On projects where Planning Commission/Town Council approval is not required, determination will be at the direction of the Planning Director.
- D. Mature trees located on a parcel of one acre or more. Smaller trees may also be protected under special circumstances. On projects where Planning Commission/Town Council approval is not required, determination will be at the direction of the Planning Director.
- E. Any tree required, to be planted or preserved, as environmental mitigation for a discretionary permit.
- F. Landmark trees are trees identified during the development process and for which preservation is encouraged during the design phase of the project by keeping development and construction activity outside the designated Tree Protection Zone (TPZ). An arborist report prepared by a Town approved arborist shall be prepared assessing the structural integrity and health of the tree(s). Project developers should be aware of their significance and understand that special measures, unusual protection techniques, and more rigid preservation standards will apply. Development density and project layout may be affected where landmark trees are located in order to protect them. Over-mature, senescent, or ancient trees may not qualify for preservation if they are unstable, hazardous, in poor health, or otherwise unsuited for preservation in an urban setting. However, if older larger trees are not in optimum condition that in itself would not be a reason for removal.

(Revised 04/18/07, ORD. 2007-214)

Landmark trees shall be designated on the development plan for preservation and protection. When a tentative map is part of the development entitlement the conditions shall include the following notes to be recorded on the map:

1. The location of the tree shall be identified by lot/parcel number.
2. The Tree is subject to all regulations of the Tree Protection Ordinance.
3. Maintenance shall be completed in accordance with the "Tree Technical Manual".
4. Tree Removal is subject to Planning Commission review and action.
5. Standard Tree Protection Notes including references to the arborist report and supplemental reports shall be included.

27.36.070 - Tree Protection and Preservation Plan

- A. Where an applicant proposes to remove one or more protected trees, the Director may require a tree plan for review by the Department.
- B. Tree plans shall be prepared by an arborist, horticulturist, or registered landscape architect.
- C. All Tree Protection and Preservation Plans must include the following basic information:
 - 1. The location of all trees present that are greater than 6 inches in trunk diameter at a height of 4.5 feet above surrounding grade, including all that will be preserved, removed, or transplanted.
 - 2. All trees that overhang the proposed project site and are located on immediately adjacent properties.
 - 3. The report cover shall include the arborist's name, certification number, project reference name and address, and report date.
 - 4. A cover letter describing the project site, the date of inspection and summarizing the total number of trees present, to be removed, and preserved.
 - 5. A site plan that identifies the location of each tree, including its report reference number.
 - 6. Assessment data for each tree.
 - 7. Comments and observations regarding health or structure.
 - 8. Estimate of the impacts of proposed development activities on long-term health and structural integrity.
 - 9. Recommendations for removal or preservation based on the development impacts expected from the proposed plan.
 - 10. Recommendations for modification of the proposed plan to reduce or eliminate impacts to the tree.

Refer to the Towns "TREE TECHNICAL MANUAL" for more detailed information related to the preparation and contents of the Tree Protection and Preservation Plan.
- D. The Director may waive the requirement for a tree plan or the requirement for a survey based upon a determination that the tree(s) would have little or no ornamental value in an urban setting or that the tree(s) are located so that they would not be impacted by the proposed development.

27.36.080 - Tree Protection Requirements

The Director shall determine during project review whether and to what extent measures will be required to protect the existing trees during construction. This decision shall be based upon the proximity of the area of construction activity to existing protected trees. The protective measures shall include, but are not limited to, the following:

- A. Prior to initiating any construction activity on a construction project, including demolition or grading, temporary protective fencing shall be installed at each site tree.
 - 1. Fencing shall be located at the Tree Protection Zone (TPZ) illustrated on the Improvement Plans.
 - 2. Fencing shall serve as a barrier to prevent encroachment of any type by construction activities, equipment, materials storage, or personnel.
- B. The Tree Protection Zone (TPZ) is illustrated on the Improvement Plans and represents the area around each tree, or group of trees, which must be protected at all times with tree protection fencing.
 - 1. No encroachment into the TPZ is allowed at any time without approval from the project arborist.
 - 2. Any unauthorized entry into the TPZ is a violation of this Ordinance and shall be subject to enforcement through civil, criminal or administrative remedies, including applicable penalties.
- C. Contractors and subcontractors shall direct all equipment and personnel to remain outside the fenced area at all times until project is complete, and shall instruct personnel and sub-contractors as to the purpose and importance of fencing and preservation.
- D. No grade changes shall be made within the protective barriers without prior approval by the Director.
- E. No attachments or wires other than those of a protective or non-damaging nature shall be attached to a protected tree.
- F. Excavation or landscape preparation within the protective barriers shall be limited to the use of hand tools and small hand held power tools and shall not be of a depth that could cause root damage.

- G. When the existing grade around a protected tree is to be raised the project and/or Town arborist shall provide written directions on which method(s) may be used to drain liquids away from the trunk.
- H. When the existing grade around a protected tree is to be lowered the project and/or Town arborist shall provide written directions on which method(s) may be used (terracing, retaining wall, etc) to allow the dripline to be left at the original grade.
- I. No equipment, solvents, paint, asphalt, or debris of any kind shall be placed, stored, or allowed within the protective barrier.

Refer to the Town's "TREE TECHNICAL MANUAL" for additional information on tree protection requirements

27.60.020 – Trees *(excerpt of definitions chapter)*

1. **Building Footprint** - the two-dimensional plan of a building's perimeter boundaries measured at grade level.
2. **Certified Arborist** - a person who is certified with the International Society of Arboriculture, thereby demonstrating knowledge and competency in the field of arboriculture, and is a member of the American Society of Consulting Arborists.
3. **Compaction** - compression of the soil structure within a TPZ by any means (e.g. traffic, heavy equipment, storage of construction materials, etc.) that creates an upper layer that is dense and impenetrable. Compaction injures the roots of trees, and leads to poor health and decline. Symptoms of soil compaction often take 3 to 10 years to manifest themselves.
4. **Damage to a Tree.** Any action causing or contributing injury to the root system or other parts of a tree, by fire, application of toxic substances, operation of machinery or equipment; improper watering; changing natural grade of land by excavation or filling the drip line area around the trunk; or by attaching signs or artificial material thereby piercing the bark of the tree.
5. **Dead Tree** - either a tree that is dead, or one that has been so irreparably damaged, or is in such an advanced state of decline that not enough live tissue exists to sustain life. Such a determination must be made by a certified arborist. Once a tree has been determined to be dead then removal is permitted.
6. **Diameter at Breast Height (DBH)** - the diameter of the tree trunk at four and one-half feet (54") above the natural grade level. The diameter can be calculated using the formula: DBH circumference at 4.5 feet ÷ 3.142. To determine the DBH of multi-trunk trees, or measuring trees on slopes, consult the current Guide for Plant Appraisal, published by the Council of Tree and Landscape Appraisers.
7. **Diseased Trees.** Trees afflicted by, but not limited to, any of the following: insect infestation, heart rot, exfoliation, slime flux, crown rot, leaf scorch, and root fungus that shall be evaluated, treated and re-evaluated in an effort to restore or save the tree.
8. **Drip-line Area** - the area represented by the actual size and shape of the tree canopy, as shown on an aerial photograph. Drip-line does not represent the size or area of the root zone, and is not the same as the Tree Protection Zone (TPZ), which represents the area required for preservation by fencing.
9. **Hand Digging** - performing underground trenching without traditional trenching equipment such as backhoes, excavators, or trenchers. Alternate trenching techniques, as specified by the project arborist, might include using horizontal boring technology, high pressure air, high pressure water, and in limited locations manual removal of soil from a trench area with a shovel.
10. **Hazardous Tree** - a tree that possesses a significant structural defect that poses an unacceptable risk should the tree, or any part of it, fall on a target.

A structural defect is defined as any structural weakness, whether caused by disease or any other means, which results in the deformity or weakness of a tree. Such a condition can be verified by a certified arborist. The Town retains the discretionary right to approve or amend a hazardous rating, in writing, and recommend any action that may reduce the condition to a less-than significant level of hazard.

A tree with a structural defect may not be a hazard if a 'target' is absent within the falling distance of the

tree or its parts (e.g., a substandard tree in a non-populated area away from pedestrian pathways may not be considered a hazard).

11. **Heritage Tree.** A tree or grove of trees designated by resolution of the Council as a heritage tree because of an association with some event or person of historical significance to the community or because of special recognition due to size, condition, or aesthetic qualities.
12. **Landmark Tree.** Prominent or visually significant tree(s) of any species except eucalyptus with a trunk diameter of 30 inches or greater measured at 4.5 feet from surrounding grade. (Rev. 4/18/07 Ord. 2007-2 14)
13. **Native Tree** - any tree which has its natural origin at the project site. Does not include trees that originate in other parts of the world that have naturalized in Windsor. Does not include trees that are native to other parts of California that have been planted in Windsor.
14. **Non-native Tree**- any tree which has its natural origin outside the Town of Windsor. Includes ornamental trees, trees that have naturalized from other areas, and natives from other areas of the state.
15. **Protected Tree** - all oak trees greater than six inches, California Buckeye greater than six inches, and California Bay trees twelve inch or greater. Size is trunk diameter measured at a height of 4.5 feet from surrounding grade. Multiple trunk trees must possess at least one trunk with the above diameter (based on species) to be considered protected.
16. **Protective Tree Fencing** - a temporary enclosure erected around a tree to be protected at the boundary of the tree protection zone. The fence serves three primary functions:
 - To keep the crown, branch structure and trunk clear from direct contact with, and damage by, equipment, materials or other disturbances;
 - To preserve roots and soil in a natural, intact and non-compacted state;
 - To identify the tree protection zone in which no soil disturbance is permitted and in which activities are restricted.
17. **Root Pruning** - the deliberate and intended cutting of any root over 1 inch in diameter using a clean saw or other cutting instrument. Roots must never be torn from the ground, but must always be cleanly severed when encountered.
18. **Significant Groves or Stands of Trees.** Groups of trees where the individual trees might not comply with the criteria of this Chapter, however, they represent a significant scenic or natural resource as a result of their grouping. Scenic resources may include entry statements to the Town, scenic corridors along major highways/streets, and/or specific rural, natural, or historic areas. Natural resources may include natural woodlands, riparian habitats, and/or drainage areas.
19. **Significant Tree** — as determined by the arborist, a significant tree can be identified by size, age, species, unusual character, historical significance, or a combination of these features. When identified by the arborist as significant, exceptional measures to preserve and protect may be required.
20. **Site Plan** - either a Pre-application Plan, Improvement Plan, or Tentative Map. The Pre-application Plan need only show the surveyed tree locations and the tree drip lines (including trees located on neighboring property that overhang the project site).

The Improvement Plan or Tentative Map must show the surveyed tree locations, tree protection zones (TPZ), and tree numbers that correspond to the tree information contained in the Tree Protection and Preservation Plan. Additionally the Improvement Plan or Tentative Map shall show existing site conditions and proposed improvements.
21. **Street Tree** - any publicly owned tree growing within the Town's right-of-way or an area within a public easement. A permit from the Town is required prior to any work on or around these trees.
22. **Target** - people, vehicles, structures, other trees or landscape improvements subject to damage by a falling tree.

A tree with a hazardous structure may not be a hazard if a 'target' is absent within the falling distance of the tree or its parts, for example a small tree in a non-populated area, away from pedestrian pathways,

might possibly not be considered a hazard.

23. **Topping** - the practice of cutting back large diameter branches to a stub, or truncating the main stem.
24. **Tree Appraisal** - a method of determining the monetary value of a tree as it relates to the real estate value of a property, neighborhood or community. When required, a certified arborist determines the tree's value by adjusting its 'basic value' by condition, location and species, using the most recent edition of the Guide for Plant Appraisal, published by the Council of Tree and Landscape Appraisers.
25. **Tree Injury** - a wound resulting from any activity, including but not limited to, excessive pruning, cutting, bruising, scarring, tearing or breaking of roots, bark, trunk, branches or foliage. It also includes damage inflicted on a tree through activities in the tree protection zone such as trenching, excavating, altering grade, paving or compaction. It also includes the application of herbicides or poisons, or any other action that ordinarily would result in damage to a tree.
26. **Tree Inspection Report** - a written report prepared by the project arborist to document that the specified tree inspection, or any other required procedure, has been accomplished. All necessary mitigation or action items that are required based on conditions existing at the time of inspection shall be noted, as well as any violations of the Tree Preservation Policy or Tree Protection and Preservation Plan.
27. **Tree Inventory** - a site plan that illustrates the location and driplines of all trees on a proposed project site. An inventory is a recommended submittal in the pre-application stage of development.
28. **Tree Protection and Preservation Plan** - a plan prepared by a certified arborist that outlines measures to protect and preserve trees on a project. This plan shall include requirements for preservation, establish a tree protection zone (TPZ), specify tree protection during demolition and/or construction, and specify mitigation measures and appraisal values for each tree.
29. **Tree Protection Signage** - signs measuring a minimum size of 12" x 18" designating the tree protection zone, which is a protected area. Tree protection signs must be attached to the tree protection fencing at maximum intervals of 12 feet apart on all fenced areas.
30. **Tree Protection Zone or (TPZ)** the area of temporary fenced tree enclosure. The roots that are critical for tree survival are typically found in the upper three feet of soil and may extend beyond the dripline area. Protecting the roots in the TPZ is necessary to ensure the tree's survival. The TPZ is a restricted activity zone where no access or soil disturbance is permitted, unless approved, in writing, and supervised by the Project Arborist. A TPZ must be identified for each tree and shown on all applicable Improvement plans.

The TPZ is measured from the dripline of the furthest most tree limb plus a minimum of one inch for every inch of the diameter of the tree or a minimum of 3' beyond the dripline, whichever is greater to provide a protected zone outside the furthest dripline of the tree. (DBH - the diameter of the tree trunk at four and one-half feet (54") above the natural grade level).

The Project Arborist retains the discretionary right to decrease or increase the size of a TPZ at any time.
31. **Tree Removal** - complete tree removal either by cutting to the ground, or extraction, and then grinding or pushing over the stump of the tree, and disposing of the remains. as directed by the Project Arborist.
32. **Trenching** - any excavation, whether to provide irrigation, install foundations, lay utility lines, pipe, drainage or other property improvements below grade. Trenching within the TPZ is injurious to roots and tree health and is prohibited, unless approved in writing by the project arborist.



Town of Windsor
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EXHIBIT F

Existing Water Well and Septic System Disclosure Statement

The owner or their agents are requesting an Encroachment Permit to work on or tie into the Town of Windsor water, sewer or recycled water system(s). The response on this form is critical for obtaining Encroachment Permits to perform such work or tie in. Applicants requesting an Encroachment Permit for work other than connecting to water, sewer and/or recycled water system(s), do not need to fill out this form.

Please complete by responding to the questions below and signing at the bottom of the page.

Project Address: _____

Applicant's Name: _____

Brief Project Description: _____

Please check the appropriate boxes below that apply to the property addressed above.

- ☐ There are no existing wells and/or septic systems serving property.
 - If above statement is marked then go to bottom of sheet and sign and date form
- ☐ There is an existing well and it is intended to be retained for landscaping purposes.
 - If the above statement is marked then a backflow device is required. Please note on plans.
- ☐ There is an existing well that is intended to be abandoned.
 - If the above statement is marked then provide a copy of the abandonment permit from County of Sonoma PRMD. A copy of the abandonment permit must be provided prior to the issuance of an Encroachment Permit.
- ☐ There is an existing septic system and a water service is being requested.

If the above statement is marked, then mark one below:

 - ☐ The property in question is within the Town boundary and there is a public sewer main within 300 feet of said property. The owner agrees to abandon the existing septic system and install all the facilities required to extend the sewer main to the property and connect to the public sewer system. The property in question may then qualify to receive water service.
 - ☐ The property in question is outside of the Town of Windsor boundary but within the Urban Growth Boundary and a public sewer main is within 300 feet of said property, the owner of the property must annex the property to the Town of Windsor and agree to abandon the existing septic system and install all the facilities required to extend the sewer main to the property and connect to the public sewer system then the property in question may qualify to receive water service.
 - ☐ The property in question is within the Town of Windsor boundary or within the Town's Urban Growth Boundary and there is no public sewer main within 300 feet of said property. In order to receive water service, a backflow device must be installed. The request is subject to approval by the Town Engineer and the Town Building and Planning Director.
- ☐ There is an existing septic system that will be abandoned.
 - If the above statement is marked, then provide a copy of the abandonment permit from County of Sonoma PRMD. A copy of the abandonment permit must be provided prior to the issuance of an Encroachment Permit.
 - Provide in the project description above the inclusion of tying into the Town of Windsor Sewer system.

I, the applicant, as owner or agent for the owner, declare under penalty of perjury, under the codes of the Town of Windsor, that all statements contained in this form and any accompanying documents are true and correct, with full knowledge that all statements made in this form are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of the Encroachment Permit.

Date: _____

- ☐ Owner
- ☐ Contractor
- ☐ Authorized Agent:
- ☐ Other:

Applicant's Signature

Print Applicant's Name

Title of Authorized Agent or Other

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Town of Windsor
Engineering Division
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EXHIBIT G

TRAFFIC CONTROL PLAN (TCP)

The Town of Windsor requires the contractor/permittee to submit a Traffic Control Plan (TCP) in order to obtain an Encroachment Permit to performing work within or if encumbering the Town of Windsor public right-of-way. It is the Contractor's responsibility to do all that is practical and necessary to ensure the safety of the public, the workers, pedestrians, bicyclists, and motorists. A TCP is required when altering the flow of pedestrian, bicycle and/or vehicular traffic.

TRAFFIC CONTROL PLAN (TCP) REQUIREMENTS: (Reference the current CA-MUTCD)

TCP's must be submitted to Town of Windsor Public Works Department for review prior to beginning any work that may in anyway affect the flow or safety of either pedestrian, vehicular, or bicycle traffic. All TCP's must be specific to the location of the construction site. All TCP's must be reviewed and approved by the Town Engineer or their representative prior to receiving any related Encroachment, Building, or other affected Town permit.

To ensure that the traffic control device practitioner is designing TCP's and performing 'Work Zone Traffic Control' safely, the most current California Manual on Uniform Traffic Control Devices (CA-MUTCD) shall be referenced. The most current edition of the Work Area Traffic Control Handbook (WATCH) is a good reference (760-734-1113 www.bnibooks.com.)

CA-MUTCD, information is available on the Internet at the following web link:
<https://dot.ca.gov/programs/safety-programs/camuted>

REFERENCE MATERIAL, AUTHORITY, AND ENGINEERING JUDGMENT

The most current California Manual for Uniform Traffic Control Devices (CA-CMUTCD) shall be used in the Town Windsor for standards, guidance, options, and support.

“The responsibility for the design, placement, operation, maintenance, and uniformity of traffic control devices shall rest with the public agency or the official having jurisdiction.” (CA-MUTCD 1.A.07.01)

“The figures shown in the CA-MUTCD are typical or examples of the traffic control devices to illustrate their use and manner. Criteria for position, location, and use of the traffic control devices in the figures are furnished solely for the purpose of guidance, understanding, and information. Engineering judgment must be used to apply these guidelines to the typical or example applications or adjusted to fit individual field or site conditions. The CA-MUTCD is not intended to be a substitute for engineering knowledge, experience, or judgment.” (CA-MUTCD Introduction, 21107.6C.11a)

TRAFFIC CONTROL PLAN (TCP) QUICK CHECKLIST

- ☐ TCPs must be location and site specific. A separate TCP shall be designed for each work zone (WZ).
- ☐ TCPs are best designed by professionals such as a licensed traffic control engineer, a traffic control supervisor, or a traffic control design specialist. TCPs not designed by the aforementioned specialists may be rejected if safety, clarity, or unapproved placement of traffic control devices are noted by the Town TCP reviewer.
- ☐ Labels: Include work zone and nearby streets, north arrow, addresses, roadway speed limit, and other helpful information.
- ☐ Signage, devices and spacing: Clearly show all necessary signage (both vehicular and pedestrian), including cones, barricades, length of tapers, minimum road widths, WZ location/dimensions, or other special event/detour information.
- ☐ The Town supports the placement of Type III barricades for safer protection of work crews. These Type III barricades shall be placed within the cone taper, prior to the work zone—protecting the workers from on-coming traffic. They shall also be placed at the beginning of lane closures and work in intersections, or as otherwise requested by the Public Works Inspector in the field. (These options are listed in both the California Temporary Traffic Control Handbook, CA-MUTCD, 2018; and the CA-MUTCD 2019 additions).
- ☐ Flagger locations shall be clearly shown on the TCP. Flaggers must be capable and properly trained to perform all duties and meet the requirements of CA-MUTCD 6E.01. Stop/Slow paddles must be used in lieu of hand only signals. Flaggers not meeting these qualifications may be required to be removed from the job by the PW Inspector or Town Engineer immediately for safety considerations. Should you have questions regarding the Encroachment Permit submittal process, or other related question, please contact the Town of Windsor Engineering Department at (707) 838-5430.

Should you have any questions regarding the Encroachment Permit submittal process, or other related questions, please contact the Town of Windsor Engineering Department at (707) 838-5430.



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EXHIBIT H

Engineering Fee Schedule

Please refer to the following link at the Town of Windsor website for a list of engineering fees:
<http://www.townofwindsor.com/DocumentCenter/View/5173>

Office Hours: Monday - Thursday from 7:00 am to 6:00 pm