

ADOPT-A-HIGHWAY PERMIT SPECIAL PROVISIONS

TR-0156 (Rev. 09/2009)

24. SAFETY PROCEDURES FOR ADOPT-A-HIGHWAY CONTRACTORS:

- A. Attend a Caltrans safety orientation.** Adopt-A-Highway contractors shall abide by safety requirements set forth by California Occupational Safety and Health Administration (Cal-OSHA). In addition, the contractor's crew leader must schedule and attend a safety orientation given by the Department's Maintenance Supervisor. The "Safety Orientation Checklist for Adopt-A-Highway Contractors" will be reviewed, signed, and a copy given to the crew leader.
- B. Report Injuries, Accidents, and Incidents.** The following occurrences shall be reported to the District Adopt-A-Highway Coordinator by the next business day. Injuries resulting in an individual seeking medical treatment, vehicular damage resulting in an insurance claim and/or police report, and incidents where the California Highway Patrol was contacted.
- C. Contractor's crew must carry an identification card.** The card must list the employee's name, the name of the Adopt-A-Highway contractor, and a phone number where the crew leader can be reached during working hours.

25. PERMITS FROM OTHER AGENCIES: This permit is invalid if the permittee has not obtained all permits necessary and required by law, from Cal-OSHA, the Public Utilities Commission of the State of California (PUC), the California Contractors State License Board, the California Department of Pesticide Regulation, or any other public agency having jurisdiction.

26. COST OF WORK: Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.

27. LABOR CODE COMPLIANCE - PREVAILING WAGES: If the scope of work granted under this Adopt-A-Highway permit is performed under a contract between the permittee/adopter and a contractor, and falls within the parameters of the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance, The permittee/adopter herein agrees to require its contractor to conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Department of Industrial Relations. Adopt-A-Highway adopters agree to include prevailing wage requirements in any service contract for public work. Work performed by Adopt-A-Highway adopter's own forces or persons working voluntarily without compensation are exempt from the Labor Code's prevailing wage requirements.

28. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to, notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

29. ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work and notify the Department's Maintenance Supervisor.

30. DURATION OF PERMIT: Unless otherwise specified, this permit is valid for five calendar years from the date of issuance. Permittees may apply for additional five-year permits, provided that the permittee and/or the permittee's contractor have satisfactorily met

the terms of the existing permit and the site remains suitable for adoption. If the permittee wishes to reapply, a notice of such intent shall be submitted to the District Adopt-A-Highway Coordinator at least 30 days prior to the expiration date of this permit.

31. NO PRECEDENT ESTABLISHED: This permit is issued with the understanding that it does not establish a precedent.

32. RESPONSIBILITY FOR DAMAGE: The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.