

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT

TR-0120

Permit No. 0410-6BB-1834	
Dist/Co/Rte/PM 04-SON-1 34.61-44.55	
Date December 16, 2010	
Fee Paid \$	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (*Check one*):

- Your application of October 7, 2010
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO: Verizon
 430 W. Center Street
 Manteca, CA 95336

Att: Ms. Muriel Sapien
 Phone: (209) 239-0369 _____, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Place two continuous broadband conduits by microtrenching at select locations, place splice boxes over conduit at 5,000-ft intervals and install cable markers at splice box locations meeting Caltrans standard guidelines and specifications at State Highway 04-Son-1, Post Mile 34.61/44.55, in Sonoma County near Sea Ranch.

A minimum of one week prior to the start of work under this permit, notice shall be given and advance approval of construction detail, operations, public safety, and traffic control shall be obtained from State Representative Mr. Bahram Iranpour, 661 Payran Street, Petaluma, CA 94952, (707) 762-5540 weekdays between 7:30 AM and 4:15 PM, holidays excluded.

All permitted work requires the permittee to apply for and obtain a work authorization number prior to start of work. See the attached "Encroachment Permit Work Scheduling Procedures" and the attached "Encroachment Permit Work Scheduling Request Form". Additional time beyond the minimum seven-day advance notice required in the above paragraph may be required for obtaining the traffic control approval.

The following attachments are also included as part of this permit (*Check applicable*):

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | General Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Utility Maintenance Provisions |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Storm Water Special Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | A Cal-OSHA permit required prior to beginning work:
_____ |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|---|--|------------|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Review |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Inspection |
| <input checked="" type="checkbox"/> Yes | ----- | Field Work |

(If any Caltrans effort expended)

Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before September 30, 2011

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

RF
 cc: DRivers (2) BIranpour
 DTM-PChan
 TMC-JRichardson

APPROVED:

BIJAN SARTIPL, District Director

BY:

Michael D. Condie

MICHAEL D. CONDIE, District Permit Engineer

NAME: Verizon
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In addition to the attached General Provisions, form TR-0045 (REV. 05/07); the following Special Provisions are applicable:

All work on the State highway will be done in conformance with the Department's construction and safety policies, guidelines, manuals and standards.

All permittee's personnel shall wear appropriate personal protective equipment, including hard hats and bright-colored vests, shirts or jackets with retro-reflective material while on State highway right of way.

Certain details of work authorized hereby are shown on plans submitted with this application. Work references number 4588-7F002HD.

When approved, traffic control performed under this permit shall be in accordance with the appropriate State Standard Plans T-10 to T-14. Where required by the plan, the use of a flashing arrow-board is mandatory.

Work involving traffic control is authorized from 9AM to 3PM, Monday through Friday, holidays excluded.

All utility work shall be performed in accordance with the appropriate provisions contained in the Department of Transportation Encroachment Permit Utility and Tree Trimming Special Provisions dated July 2009.

Three days before work is to begin, North Bay Tree Maintenance Supervisor Mike Bingham shall be contacted at (707) 527-0256.

No tree roots more than 50 mm (2 inches) in diameter shall be cut during construction. If any trees are damaged or destroyed while installing the underground cable, they shall be replaced as directed by State representative.

Any change in the existing drainage pattern, whether occasioned by increase or diversion, and the cost of any damage, repair or restoration of the State highway right of way shall be the responsibility of the permittee.

Pavement to be removed shall be saw cut to a minimum depth of 10 cm (4 inches) to provide a neat and straight pavement break along both sides of trench. Asphalt concrete (AC) pavement shall be saw cut to the full depth. All asphalt concrete will be replaced in-kind.

All disturbed areas shall be restored to their original condition after the completion of the utility installation.

Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and Caltrans NPDES permit requirements. See the Storm Water Special Provisions attached to this permit.

When operations are conducted, permittee shall furnish, place and maintain signs and safety equipment in accordance with "Part 6 of the MUTCD (Manual on Uniform Traffic Control Devices) and of the MUTCD California Supplement" which can be located at <http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/pdf/MUTCD2003CASupp.pdf>

If an accident or other incident (related to or not related to the permitted activity) occurs within, or close to the permitted activity, the permittee shall immediately stop work and remove traffic controls from the highway unless public health, welfare and safety is endangered by unfinished work. Only traffic control to protect open excavations may remain in place. After free traffic flow is restored, work in accordance with the conditions of the permit may be resumed.

Immediately following completion of the work permitted herein, the Permittee shall fill out and mail the Notice of Completion attached to this permit.

Changes to the Plans, Specifications, and Permit Provisions are not allowed without prior approval from the State Representative.

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Specifications for the Installation of Fiber Optic Broadband Facilities by Microtrenching

The trench "slot" will be located between the edge of the asphalt concrete pavement and a point no more than six inches from the edge of pavement.

The 12 inch deep trench shall be free of debris prior to the placement of the two conduits. The depth from the top of the upper most conduit and the top of the trench will be 10 inches.

The ¼ inch wide 12 inches deep trench with conduit and tracer wire shall be free of debris prior to placing of the backfill material. The spoils from the micro-trenching operation shall be vacuumed into a truck and hauled away.

There shall be a tracer wire able to be recognized by industry standard tool that will be able to locate the linear track of the placement of the conduit at all locations along the conduit alignment.

There shall be a fireway rated pull box a minimum of every 5,000 feet. The top of the box shall say in three lines: "Microtrench Broadband Pilot Project".

The backfill shall be a "Super Grout" and have an orange color up to two inches below the original grade, and the top two inches shall be compacted native soil. Relative compaction of not less than 95 percent shall be obtained.

Horizontal directional drilling (HDD) with 4" HDPE shall be used at all paved side road crossings, paved turnouts, and culverts including four deep switchback culverts located at Stockhoff Creek (PM 37.2), Wildcat Creek (PM 38.97), Miller Creek (PM 41.00), and Phillips Gulch (PM 41.83).

The permittee shall follow environmental requirements including those associated with cultural resources when performing microtrenching and horizontal directional drilling operations.

The permittee shall submit a transportation management plan a minimum of one month in advance of the start of work.

The permittee shall prepare a complete and thorough "As-Built" plan for the entire length of the project. The plans should show all equipment, utilities or other encumbrances within two feet of the installed facility to the best knowledge of the permittee. Drainage crossing or other known crossings shall be shown to the best ability of the permittee as the information may be critical to future improvements and relocation requirements in the area.

Routine maintenance and repairs may not be performed under this permit. A separate permit application shall be submitted for all proposed work after the initial construction is complete.

The Encroachment Permit issued by the State to the Permittee is non-assignable. As a condition precedent to any transfer of ownership in the broadband facilities to a transferee, and prior to the transfer of such ownership, Permittee understands and agrees that the transferee of such ownership must obtain a new Encroachment Permit issued by the State and transferee must agree in the transfer agreement to comply with all Permit requirements.

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Responsibilities for Damages

With the exception that this section shall in no event be construed to require indemnification by the Permittee to a greater extent than permitted by law, the Permittee shall defend, indemnify and save harmless the State, including its officers, directors, agents and employees, and each of them (Indemnitees) from any and all claims, demands, causes of action, damages, costs, expenses, attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever, arising out of or in connection with the Permit, including but not limited to installation, maintenance or existence of the Fiber Optic Broadband Facilities for:

A. Bodily injury including but not limited to bodily injury, sickness or disease, emotional injury death to persons, including but not limited to the public, any employees or agents of the Permittee, employees, officers, directors or agents of the State, or any other third party. This includes recipients of broadband services provided by Permittee and;

B. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the of the Permittee or anyone directly or indirectly employed by the Permittee or anyone for whose acts the Permittee may be liable.

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence or degree of fault of Indemnitees. The Permittee, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code Section 2782. Furthermore the Permittee's indemnification obligations includes any claims that may arise out of or connection with the Permit. The Permittee's indemnity obligation shall extend to Claims arising after the broadband facilities have been installed and accepted. No inspection by the Indemnitees, its employees or agents shall be deemed a waiver by the State of full compliance with the requirements of this section.

The Permittee's obligation to defend and indemnify shall not be excused because of the Permittee's inability to evaluate liability or because the Permittee evaluates liability and determines that the Permittee is not liable to the claimant. The Permittee shall respond within 30 days to the tender of any claim for defense and indemnity by the State unless this time has been extended by the State. With respect to any third party claims against the Permittee, the Permittee waives any and all rights of any type of express or implied indemnity against the state, its officers, directors, employees or agents.

The Permittee shall name the State of California, Department of Transportation, as an additional insured on its general liability policy, specific to this location and project and shall provide the district permit office with a copy of the insurance policy and all declarations pages annually as the policy is renewed.