



MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION  
**ADOPT-A-ROAD PERMIT APPLICATION**

PERMIT NUMBER	DATE OF APPLICATION
COUNTY ROAD NO.	MILEPOST (BEGINNING)

**PERSONAL INFORMATION NOTICE**

Persuant to the Federal Privacy Act (PL 93-579) and the Information Practice Act (Civil Code 1798, et seq.) notice is hereby given for the request of personal information by this form. The requested information is voluntary. The principle purpose of the voluntary information is to facilitate this Adopt-a-Road Permit Application. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, 1798.7 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Coordinator.

FOR COUNTY USE

PERMISSION IS REQUESTED TO ENCROACH ON THE COUNTY HIGHWAY RIGHT OF WAY AS FOLLOWS:

Complete all items, use N/A if not applicable

Application is not complete until all required attachments are included

<b>APPLICANT INFORMATION</b>	ORGANIZATION OR APPLICANT	
	NAME OF RESPONSIBLE PERSON	
	ADDRESS (MAILING)	
	CITY, STATE, ZIP CODE	
	TELEPHONE NUMBER	
<b>LOCATION INFORMATION</b>	GENERAL LOCATION	
	ROAD	FROM MILEPOST TO MILEPOST
	NEAREST CROSS STREET	
	PORTION OF RIGHT OF WAY <input type="checkbox"/> ROADSIDE <input type="checkbox"/> OTHER (DESCRIBE BELOW)	
<b>WORK INFORMATION</b>	TO BE PERFORMED BY <input type="checkbox"/> VOLUNTEERS <input type="checkbox"/> OWN FORCES <input type="checkbox"/> CONTRACT FORCES	
	TYPE OF WORK <input type="checkbox"/> LITTER REMOVAL <input type="checkbox"/> WILDFLOWER PLANTING <input type="checkbox"/> OTHER <input type="checkbox"/> SEEDLING TREE PLANTING	
	ESTIMATED STARTING DATE	NOTE: PERMIT EXPIRES TWO (2) YEARS AFTER ISSUE DATE

USE THIS SPACE FOR REMARKS:

AUTHORIZED SIGNATURE      THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH PUBLIC RULES AND REGULATIONS AND SUBJECT TO INSPECTION AND APPROVAL

AUTHORIZED SIGNATURE

PRINTED NAME	TITLE
DAYTIME PHONE NUMBER	EMERGENCY PHONE NUMBER

## **ADOPT-A-ROAD PROGRAM**

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### **ADOPT-A-ROAD PERMIT STANDARD PROVISIONS**

1. **LOCATION OF WORK:** Work under this Permit is limited to the particular section, from beginning milepost to ending milepost, on the particular County Road, as specified under “Project Location” on the face of the Adopt-A-Road Permit.
2. **DURATION:** Unless earlier terminated, this Permit shall be valid for two (2) calendar years from the date of issuance and may be renewed upon receipt of a completed application. If Permittee wishes to renew the permit, a notice of such intent shall be submitted to Mendocino County Department of Transportation at least thirty (30) days prior to expiration of this permit.
3. **PERMITTEE RESPONSIBILITY:** It is understood and agreed by the Permittee that performing work under this permit shall constitute an acceptance of the provisions of the permit and all attachments.
4. **INDEMNIFICATION OF COUNTY:** The County of Mendocino and its officers and employees shall not be liable for any death, injury, or property damage claims which arise from any activities which are subject of this permit that might have been reasonably prevented by the Permittee or those persons employed by, or acting on behalf of the Permittee. If any claim arises from the foregoing, the Permittee shall defend, indemnify, and hold harmless the County of Mendocino and its officers and employees.
5. **SAFETY PROCEDURES:** Each participating individual shall attend a safety orientation conducted by the Permittee prior to entering the County road right of way. The orientation shall include a discussion and explanation of the attached “Safety Requirements for Participants.” Individuals must participate in a safety orientation at least once during each calendar year during which work is authorized.

Each participant performing work under this permit shall wear a reflective high-visibility safety vest, while on County road right of way. County furnished safety vests, any unused materials, and tools shall be returned to the Mendocino County Department of Transportation upon completion of the project.

Permittee shall designate a spokesperson who shall represent the group. In addition, one (1) adult supervisor shall be assigned for five (5) minors. No minor less than eleven (11) years of age shall be allowed to participate without prior approval from the County. Portable toilets, if necessary, shall be provided by the Permittee. Toilets shall not be placed on the shoulder of any County road.

6. **TRAFFIC CONTROL:** Traffic control is prohibited by this permit except for shoulder closures which may be authorized by the County's representative.

Participants' personal vehicles shall not interfere with the free flow of traffic or pedestrians. On all roads, vehicles shall be legally located at least six (6) feet off the traveled way.

7. **BEGINNING OF WORK:** Permittee agrees to begin work within ninety (90) days from the issuance of this permit.

Prior to each work event, Permittee shall notify the County Adopt-A-Road Coordinator at the Department of Transportation, 340 Lake Mendocino Drive, Ukiah, CA. 95482, telephone number (707) 463-4363, at least 48 hours prior to start of any work authorized by this permit to ensure coordination with other operations.

The initial work event shall not begin until Permittee's representative has been briefed on safety procedures by the Department of Transportation.

8. **WORK DAYS AND HOURS:** Work shall not be conducted on legal holidays or holiday weekends, or within twenty-four (24) hours proceeding a legal holiday or holiday weekend, unless specifically authorized elsewhere in this permit.

All work shall be conducted during daylight hours.

If weather or other adverse circumstances cause a public hazard, work shall be immediately discontinued.

9. **WORK PROCEDURES:** Work shall not be performed within six (6) feet of the traveled way, within center dividing strips, upon bridges, culverts, or structures of any kind.

Permittee's work shall be subordinated to operations which County may conduct and shall not interfere with County forces or County's contractors.

The Adopt-A-Road Permit or a copy thereof shall be kept at the work site and must be shown to any representative of the Department of Transportation or any law enforcement officer on demand. Work may be suspended if a complete copy of the permit is not available at the work site.

10. **COUNTY-FURNISHED:** County will furnish, install, and maintain a sign at each end of the adopted road section indicating the nature of the work being performed in the work area for the duration of this permit. The Permittee may furnish a recognition panel in conformance with the Department of Transportation's sign specifications. The sign wording, size, display duration, location, and any subsequent modifications shall be solely determined by the Department of Transportation.

11. EQUIPMENT AND SUPPLIES: County-furnished safety vests, materials, and necessary tools may be obtained from the County Department of Transportation, during normal business hours. Certain items, such as the litter pick-up tools and vests, will be subject to check-out procedures for return to the County and will be limited to one issue per participant.

12. COLLECTION OF LITTER: Bags of litter and other litter collected by participant(s) shall be placed at designated locations along County roads, for collection by the County, unless otherwise specified elsewhere in this permit.

Permittee shall promptly notify the County Adopt-A-Road Coordinator after each work event with the number and location of litter bags for collection.

13. CANCELLATION: County reserves the unconditional right to cancel and otherwise void this permit for the following reasons:

- a. Non-conformance with permit provisions,
- b. Failure to adhere to direction given by the County's authorized representative, or
- c. Failure to perform the permitted activities in an adequate or timely manner, or
- d. If County elects to terminate the program in part or in whole.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**Adopt-A-Road Program**  
**Mendocino County Department of Transportation**  
**SAFETY REQUIREMENTS FOR PARTICIPANTS**

While on the roadside, always remember: **SAFETY FIRST!**

To protect yourself and others:

- Stay off the roadway (this includes unpaved roads).
- Use caution when crossing roads. Use crosswalks and signals, where available.
- Face oncoming traffic as you work and keep an eye on traffic. Be prepared to move quickly, if necessary.
- Do not work on bridges or other structures, or in culverts.
- All work shall be conducted during daylight hours.
- Do not work when fog or other inclement weather conditions reduce visibility.
- Do not work when roadway is wet or icy.
- Do not touch or attempt to remove materials which you suspect may be toxic or hazardous. Items to avoid include powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, syringes or hypodermic needles, dead animals, and broken glass. Notify the Department of Transportation or the Sheriff's Department of the location of weapons or suspected toxic or hazardous substances immediately.
- Do not compact trash bags. Injuries can occur from broken and jagged objects.
- Wear reflective high-visibility safety vests at all times during work.
- Wear long pants and substantial leather shoes or boots with ankle support. Watch your footing and stay off steep slopes, drainage facilities, or places from which you might fall. Light colored clothing, long sleeve shirts, and use of sunscreen are also recommended.
- Do not run, throw objects, or engage in horseplay or any other activity which may distract drivers.
- Avoid overexertion. Drink plenty of water, especially on warm, humid days.
- Do not consume alcoholic beverages or drugs before entering, or while on, the roadside.
- Be alert for snakes, ticks, stinging insects, and harmful plants such as nettles and poison oak.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**Howard N. Dashiell**  
**DIRECTOR OF TRANSPORTATION**

Road Commissioner  
County Engineer, RCE 42001  
County Surveyor, PLS 7148



**FUNCTIONS**

Administration & Business Services  
Airports  
Engineering  
Land Improvement  
Roads and Bridges  
Solid Waste & Landfills  
Water Agency

**COUNTY OF MENDOCINO**  
**DEPARTMENT OF TRANSPORTATION**  
340 LAKE MENDOCINO DRIVE  
UKIAH, CALIFORNIA 95482-9432  
VOICE (707) 463-4363 FAX (707) 463-5474

**HOLD HARMLESS AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, hereinafter referred to as the "PERMITTEE".

1. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), PERMITTEE shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the PERMITTEE's performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "PERMITTEE's performance" includes PERMITTEE's action or inaction and the action or inaction of PERMITTEE's officers, employees, agents and subcontractors.
2. **INSURANCE:** PERMITTEE, who is an organization or business, shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies as follows, and will comply with all those requirements as stated therein:

PERMITTEE shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

PERMITTEE shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve PERMITTEE for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of

this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, PERMITTEE's indemnity obligations under Paragraph 1 of this Agreement.

3. **WORKERS' COMPENSATION:** PERMITTEE shall provide Workers' Compensation insurance, as applicable, at PERMITTEE's own cost and expense and further, neither the PERMITTEE nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

PERMITTEE affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and PERMITTEE further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. PERMITTEE shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and PERMITTEE shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

4. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, PERMITTEE shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. PERMITTEE shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of PERMITTEE's failures to comply with such laws, ordinances, codes and regulations.
- b. **ACCIDENTS:** If a death, serious personal injury or substantial property damage occurs in connection with PERMITTEE's performance of this Agreement, PERMITTEE shall immediately notify Mendocino County Risk Manager's Office by telephone. PERMITTEE shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of PERMITTEE's sub-contractor, if any; (3) name and address of PERMITTEE's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff was involved.
- c. PERMITTEE further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

The term of this Agreement shall be dated from \_\_\_\_\_, through  
\_\_\_\_\_.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

X \_\_\_\_\_  
PERMITTEE SIGNATURE

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement