

**APPENDIX 17  
PERMIT SERVICE AGREEMENT**

This agreement is made and entered into between the STATE and the  
day of \_\_\_\_\_, 19\_\_\_\_ this \_\_\_\_\_

\_\_\_\_\_  
District Agreement Number

\_\_\_\_\_  
Station Number

STATE: Department of Transportation

District

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PERMIT SERVICE:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Owner/Mgr: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chief Assistant

Phone: (\_\_\_\_) \_\_\_\_\_

**FACSIMILE EQUIPMENT:**

\_\_\_\_\_  
Make & Model

\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Make & Model

\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Make & Model

\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

STATE OF CALIFORNIA--Acting by and through the Department of Transportation (Caltrans), hereinafter referred to in this agreement as STATE.

\_\_\_\_\_, hereinafter referred to as PERMIT SERVICE. The STATE and the PERMIT SERVICE do hereby enter into an agreement authorizing said PERMIT SERVICE to transmit, receive or transmit and receive by facsimile, STATE transportation permits for oversize and/or overweight vehicles and loads to authorized entry points into the STATE; and

WHEREAS, the parties agree that the operation of the PERMIT SERVICE, as an agent of the STATE, is a privilege, and, as such, be strictly controlled and regulated; and

WHEREAS, all PERMIT SERVICE individuals, agents, owners, and firms agree to operate in conformance with adopted rules and guidelines as may be required by the STATE as well as obeying all applicable Federal, State, County and/or City laws and ordinances; and

WHEREAS, The PERMIT SERVICE certifies by entering into this agreement that all personnel involved in the transmittal, receipt, and/or issuance of facsimile permits have been provided appropriate training and instructions, have been made aware of all requirements thereto, and that the transmitting and receiving equipment meets the Consultative Committee on International Telegraph and Telephone (CCITT) standards for group 1,2, or 3 compatibility, and group 3 shall be equipped with terminal identifiers.

NOW, THEREFORE, in consideration of the right and privilege to provide said PERMIT SERVICE, the parties hereto agree to the following terms, covenants, and conditions:

1. The STATE shall review the location and facilities of the PERMIT SERVICE prior to its transmitting or receiving of transportation permits to ensure familiarity with and compliance with transportation permit policies, applicable laws and ordinances. Facsimile ("fax") machines used for the transmittal and receipt of permits shall furnish a clear and legible copy. Proper quality paper shall be used to provide legible copies. Sample copies of permit transmission may be required to verify the legibility and the operation of the facsimile equipment and the telephone transmission connections. Any expense involved with verification of the transmission quality shall be borne by the transmitting PERMIT SERVICE. Prior to actually transmitting or receiving and issuing of transportation permits, the PERMIT SERVICE shall exhibit complete familiarity with transportation permit procedures. The agent as designated in this agreement shall be responsible for all permits received and issued to individuals or firms.

2. An operating authority number (Station Number) shall be assigned by the STATE District Permit Office authorizing the PERMIT SERVICE to participate. Those PERMIT SERVICES operating in more than one District shall have an operating authority number (Station Number) assigned by the District in which the PERMIT SERVICE is actually located.
3. The PERMIT SERVICE may transmit transportation permits to any authorized RECEIVING STATION located within the STATE boundaries or to authorized RECEIVING STATIONS serving as ports of entry into California from Oregon, Nevada, and Arizona. Terminal identifier shall be turned on for all transmissions, if so equipped.
4. The PERMIT SERVICE shall transmit, for official use, only original copies of transportation permits issued by a STATE District Permit Office. Retransmission or transmission of a reproduced or altered permit will not be allowed. To obtain authorized permits for transmission, an application signed by either the PERMITTEE or the PERMIT SERVICE shall be submitted to a STATE District Permit Office.
5. The PERMIT SERVICE shall transmit only single-trip permits via facsimile equipment. All annual or blanket transportation permits will be issued only by STATE District Permit Offices. Multi-trip permits up to nine moves on one permit are considered single-trip permits.
6. The PERMIT SERVICE transmitting transportation permits shall retain, on file available for a period of six (6) months, the original copy of all permits issued for transmittal. Access to these copies for review by an authorized STATE representative shall be required.
7. The PERMIT SERVICE shall make payments for permits obtained to the issuing STATE District Permit Office by cash, negotiable check, or by approved credit as established by the STATE District Permit Office with which this agreement is executed.
8. The PERMIT SERVICE shall be responsible for procuring and maintaining an adequate supply of all forms and attachments necessary for its operation or any RECEIVING STATION working under its direction. No transportation permit shall be issued to any individual or firm without the appropriate attachments, as indicated in the face of the permit; being firmly affixed (stapled) thereto. Regulations, curfew maps and other attachments specified will be available, at no charge, from the STATE District Permit Office with which this agreement is executed. Additionally, they may be purchased from the STATE Publications Office, 6200 Folsom Boulevard, Sacramento, CA 95819.

9. Any review of the permit application, or questions relating to a proposed and/or approved routing by PERMIT SERVICE personnel, shall be handled with its base District Office only. This shall apply to current permit applications as well as proposed routes being reviewed for bidding purposes only.

The PERMIT SERVICE shall make staff available for meeting with the STATE to review and discuss transportation permit policies for issuing permits. Expenses shall be borne by the PERMIT SERVICE.

The STATE shall provide staff to instruct PERMIT SERVICE personnel. Such instructions shall be scheduled at the discretion of the STATE and sessions will be held in conjunction with instructions provided to STATE personnel.

12. The STATE shall provide PERMIT SERVICES with copies of current written policies and all written interpretations of these policies.
13. The STATE shall meet periodically with PERMIT SERVICE to discuss concerns and issues.

The STATE shall cooperate to maintain a positive productive working relationship with the PERMIT SERVICES.

15. The STATE shall provide documents to assure that PERMIT SERVICES are aware of all STATE transportation permit programs.

The STATE shall have the right to conduct unannounced inspections of the PERMIT SERVICE facilities and operations to ensure familiarity with and compliance with transportation permit policies, applicable laws and ordinances. The PERMIT SERVICE agrees to allow the representative complete access to the part of its operation which pertains to STATE transportation permits. Sample copies of permit transmission may be required to verify the legibility and the operation of the facsimile equipment and telephone transmission connections. Any expense involved with verification of the transmission quality shall be borne by the transmitting PERMIT SERVICE.

17. If at any time during the term of this agreement there is a breach of the conditions, covenants, or terms set forth in the agreement or if the PERMIT SERVICE:
  - > willfully obtains permits in violation of the basic permit policies;
  - > falsifies information to obtain permits;

- > submits an application to another District after the original application has been denied;
- > advises customers of ways and means to circumvent Caltrans transportation permit policies;
- > fails to cooperate and maintain a positive, productive working relationship with the STATE;
- > attempts to obtain permits for a vehicle and/or load that has been put out of service by the CHP, unless that vehicle and/or load has first been brought into compliance and the PERMIT SERVICE advises the original issuing District Permit Office of the circumstances.

The STATE shall have the right to revoke and terminate all rights and privileges granted by the agreement. This revocation and termination shall be in writing, after meeting with the District Permit Engineer. No further notice shall be required.

Appeals may be submitted to the Chief Permit Engineer through the District Permit Engineer.

At any time during the term of this agreement, the PERMIT SERVICE may terminate the agreement. Written verification of such termination to the issuing District is required.

The PERMIT SERVICE shall indemnify and shall hold the STATE and its officers, agents, and employees harmless from any claims for damages or injuries alleged to have resulted from the PERMIT SERVICES exercise of its rights and privileges under this agreement.