



City of Santa Barbara

City Clerk's Office

www.SantaBarbaraCA.gov

735 Anacapa Street
P.O. Box 1990
Santa Barbara, CA
93102-1990
Tel.: 805.564.5309
Fax: 805.897.2623

DATE: September 11, 2009
TO: Tidwell Excavation Acquisition Co., Inc.
1691 Los Angeles Ave
Saticoy, CA 93004
ATTN: Tim Goodwin, President
FROM: Brenda Alcazar, CMC, Deputy City Clerk *BAA*

Enclosed for your records is a fully executed duplicate original of the following contract between the City of Santa Barbara and the addressee listed above.

Contract No. 23,184

Contract with the successful bidder, Tidwell Excavation Acquisition Co., Inc. (Tidwell), in the amount of \$567,697.51, for construction of the Streetlight Project, City Bid No. 3569.

Enclosure

c: John Ewasiuk, Principal Civil Engineer



CITY OF SANTA BARBARA
CALIFORNIA



Contract No. 23,184

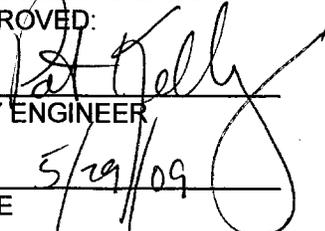
BID NO. 3569

PROPOSAL AND CONTRACT

FOR

CLIFF DRIVE UNDERGROUND UTILITY DISTRICT NO. 10

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
APPROVED:


CITY ENGINEER

DATE

5/29/09



For use with Standard Specifications for Public Works Construction, 2006 Edition

(June 2009)

PROJECT NO.: 7193

Revision = 5/28/2009

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SECTION A1 – NOTICE TO CONTRACTORS

Sealed proposals for Bid No. 3569 for the Cliff Drive Underground Utility District No. 10 project will be received in the Purchasing Office, 310 E. Ortega Street, Santa Barbara, California 93101, until 2:00 P.M., Thursday, June 25, 2009 to be opened at that time. Any bidder who wishes its bid proposal to be considered is responsible for making certain that its bid proposal is actually delivered to said Purchasing Office. Bids shall be addressed to the General Services manager, Purchasing Office, 310 E. Ortega Street, Santa Barbara, California, and shall be labeled, "Cliff Drive Underground Utility District No. 10, Bid No. 3569." The City requires that your proposal be valid for a minimum of 120 days. PROPOSALS WHICH ARE VALID FOR A SHORTER TIME PERIOD SHALL BE DECLARED NON-RESPONSIVE and upon such declaration may no longer be considered for this award.

The work includes all labor, material, supervision, plant and equipment necessary to construct and deliver a finished streetlighting project, the conversion of two existing 6.6 streetlight systems to conventional 120/240 volt systems, and installation of conduits for Cox Communication and Verizon utility services lines in conjunction with the Southern California Edison (SCE) Rule 20A project known as the Cliff Drive Underground Utility District No. 10. This work includes but is not limited to mobilization, bonds, insurance, and traffic control; installation of new streetlight fixtures and poles, meter pedestals, pull boxes and conduit, pull ropes and wire; trenching; landscaping, clean-up, public notices and incidentals per the project plans and specifications.

The basis for award of the contract, if it be awarded, will be to the lowest responsible bidder based on the grand total of all base bids for the Cliff Drive Underground Utility District No. 10 project (SCE, Verizon, Cox Communications and City work), waiving any minor irregularities. All awards are subject to the prior approval of all participating utilities. Bidders must bid on all items in order for their bids to be complete.

There will be a mandatory Pre-Bid Meeting scheduled for Monday, June 1, 2009 at 10:00 AM at the SHIFCO Center, located at 418 Santa Fe Place, Santa Barbara, CA. Failure to attend the scheduled Pre-Bid Meeting will result in disqualification from this proposal request.

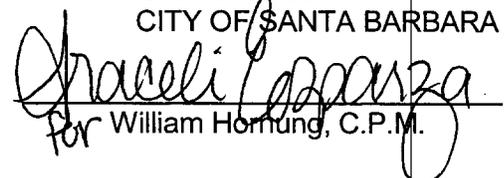
The City contacts for this project are John Ewasiuk, Principal Civil Engineer, (805) 564-5373 and Lisa Arroyo, Project Engineer, (805) 564-5486.

Bidders are hereby notified that pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, the Contractor shall pay its employees the general prevailing rate of wages for work listed within as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice public works contracts.

Per California Civil Code Section 3247, a performance bond in the amount of 100% of the bid total for work listed within will be required from the successful bidder for bids exceeding \$25,000. The bond must be provided within 10 calendar days from notice of award and prior to the performance of any work.

The City of Santa Barbara hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status or pregnancy as set forth hereunder.

GENERAL SERVICES MANAGER
CITY OF SANTA BARBARA


for William Hornung, C.P.M.

SECTION A2 - INFORMATION FOR BIDDERS

A2.01 Inspection of Site of Work

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the site inspection, a bidder finds facts or conditions which appear to conflict with the letter or spirit of the contract documents, or with any other furnished data, the bidder may apply to the City of Santa Barbara (also referred to as "Owner" in this Proposal and Contract) for additional information and explanation before submitting a bid.

The submission of proposals by bidders shall constitute the acknowledgment that, if awarded the contract, the bidders have relied and are relying on their own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on their own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Owner. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

A2.02 Examination of Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Owner may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve the bidder from any obligations with respect to the proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

A2.03 Interpretation of Contract Documents

No oral interpretations will be made to any bidder as to the meaning of the contract documents. ***Requests for an interpretation shall be made in writing and delivered to Ted Peters, Contract Manager for Southern California Edison or his appointed designee by June 18, 2009.*** Interpretations will be in the form of an addendum to the contract documents, and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All such addenda shall become part of the contract.

Please note on the cover of the transmittal the following information:

Cliff Drive Underground Utility District No. 10, Bid 3569
ATTN: Ted Peters

A2.04 Soil Information

The bidder shall make deductions and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavation, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions and shall accept full responsibility therefore.

A2.05 Proposal

Proposals shall be made on the blank forms prepared by the Owner without removal from the bound contract documents. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If the proposal is made by an individual, his or her name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in the Notice to Contractors. Bidders are

warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

A2.06 Addenda

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

A2.07 Bid Prices

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail provided that, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

A2.08 Taxes and License

Bid prices shall include allowance for all federal, state and local taxes. The successful bidder shall obtain a business license from the City of Santa Barbara prior to execution of the contract.

A2.09 Blank

A2.10 Qualification of Bidders

Only those bidders who have been pre-qualified by Southern California Edison, Verizon and Cox Communications shall be allowed to provide bid proposals for this project. Bidders shall also meet the City's qualifications as outlined in this section, A2.10 "Qualification of Bidders."

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The bidder's experience shall be set forth and submitted on the form provided herewith.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than three (3) years' experience in the magnitude and character of the work bid.

It is the intention of the Owner to award a contract to a bidder who furnishes satisfactory evidence that the bidder has the requisite experience, ability, sufficient capital, facilities, and plant to enable the bidder to prosecute the work successfully and properly, and to complete it within the time specified in the contract.

To determine the degree of responsibility to be credited to the bidder, the Owner will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

A2.11 List of Subcontractors

Each proposal shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the proposal. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

A2.12 Proposal Guaranty

The proposal shall be accompanied by a proposal guaranty bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California for payments to the Owner in the sum of

at least 10% of the total amount of the proposal, or alternatively by a certified or cashier's check payable to the Owner in the sum of at least 10% of the total amount of the proposal. The amount payable to the Owner under the proposal guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the Owner in case of a failure or neglect of the bidder to furnish, execute and deliver to the Owner the required performance bond (including payment bond), evidences of insurance and to enter into, execute and deliver to the Owner the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Owner that the award has been made and the agreement is ready for execution.

A2.13 Modification of Proposal

A modification of a proposal already received will be considered only if the modification is received prior to the time announced for the opening of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

A2.14 Postponement of Opening

The Owner reserves the right to postpone the date and time for opening of proposals at any time prior to the date and time announced in the Notice to Contractor.

A2.15 Disqualification of Bidder

If there is reason to believe that collusion exists among the bidders, the Owner may refuse to consider bids from participants in such collusion.

A2.16 Rejection of Proposals

The Owner reserves the right to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which the bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the Owner; any proposals accompanied by insufficient or irregular bid security; and any proposals from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

A2.17 Award of Contract

Within one hundred and twenty (120) days after the time announced for opening proposals, the Owner by action of its City Council will either accept a proposal and award a contract or reject all proposals unless the Bidder has extended the time for consideration of its proposal. The Owner shall give written notice of the acceptance of a proposal and award of contract to the Bidder whose proposal is accepted. Such notice may be given by either personal delivery or mailed and shall be given within fifteen (15) days after acceptance of a proposal. The award of a contract shall obligate the Bidder whose proposal is accepted to furnish performance and payment bonds and evidences of insurance and execute the contract set forth herein.

A2.18 Return of Proposal Guarantees

Within forty-five (45) days after the bids are opened, the Owner will return the proposal guarantees (other than bid bonds) accompanying the proposals which are not to be considered in making the award. All other proposal guarantees will be held until the contract has been fully executed, after which they will be returned to the respective bidder whose proposals they accompanied.

A2.19 Execution of Contract

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidences of insurance, within ten (10) days after personal delivery of the notice referred to in Section A2.17 above or within fifteen (15) days after such notice has been deposited in the United States mail.

A2.20 Subcontractor Substitution

The provisions of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4113) are incorporated herein and the City Public Works Director is authorized to consent to substitutions as provided therein.

A 2.21 Proof of surety for payment bond

Contractor shall obtain a Certificate of Authority from the County Clerk-Recorder Assessor in and for the County of Santa Barbara, certifying that the named insurer(s) for the payment bond have the authority to transact surety insurance in this State. Alternatively, the Contractor shall obtain a certified copy of the Certificate of Authority of the insurer issued by the Insurance Commissioner, within 10 calendar days of the award of the contract.

CITY OF SANTA BARBARA

CALIFORNIA

PROJECT: CLIFF DRIVE UNDERGROUND UTILITY DISTRICT NO. 10

BID NO.: 3569

IMPORTANT NOTICE

PROPOSAL DOCUMENTS

All bids must be accompanied by the following completed forms:

- a. Contractor's Proposal
- b. Proposed Equipment and Material Manufacturers
- c. Experience Statement
- d. Proposed Subcontractors
- e. Proposal Guaranty Bond
- f. Bidder's Statement Regarding Insurance Coverage
- g. Bidder's Declaration of Non-collusion

Failure to complete, sign (where required), and return the above proposal documents with your bid may render it non-responsive.

Contractor shall obtain a Certificate of Authority from the County Clerk-Recorder Assessor for the County of Santa Barbara, certifying that the insurer for the payment bond does have authority to transact surety insurance in this State. Alternatively, the Contractor shall obtain a certified copy of the Certificate of Authority of the insurer, issued by the California Insurance Commissioner.

SECTION A3 - CONTRACTOR'S PROPOSAL

PROJECT: CLIFF DRIVE UNDERGROUND UTILITY DISTRICT NO. 10
BID NO.: 3569

City of Santa Barbara 6/24, 2009
Purchasing, 310 East Ortega Street
Santa Barbara, California 93102

The undersigned, as bidder, declares that we have examined all of the contract documents and specifications contained in the above-referenced Project and Bid, and that we will contract with the Owner on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: (1) Bidding Schedule, (2) Experience Statements, (3) Proposed Subcontractors, and (4) Proposed Equipment and Material Manufacturers. We acknowledge that addenda numbers 1 to 5 have been delivered to us and have been examined as part of the contract documents.

Attached is a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our proposal, or alternatively there is attached a certified or cashier's check payable to the Owner, in the amount of at least 10% of the total amount of our proposal.

If our proposal is accepted, we agree to sign the Contract form and to furnish the performance bond (including payment bond) and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Owner, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section B1.02, Section 6 (Paragraph 6-7.1.1).

Bidder's Mailing Address

TIDWELL EXCAVATION ACQUISITION Co., Inc.
1691 LOS ANGELES AVE
SATICUM, CA 93004
CALIFORNIA
State of Incorporation

TIDWELL EXCAVATION ACQUISITION
(Company Name of Bidder)

CORPORATION
(Type of Organization,
Individual Corporation, etc.)

By [Signature]
(Authorized Signature)

TIM GOODWIN
(Print Name)

PRESIDENT
(Title)

(805) 647-4707
(Phone Number)

BIDDING SHEET (1 of 2)

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. (See Section A2.07.)

The City reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The City further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract.

Bidders must bid on all items in the Bid Schedule in order for their bids to be complete. The award of contract will be based upon the grand total of all based bids for the Cliff Drive Underground Utility District No. 10 project (SCE, Verizon, Cox and City work). All awards are subject to the prior approval of all participating utilities.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
General Requirements					
1	Mobilization, Bonds and Insurance	LS	1	\$	\$ 12375 ⁻
2	Traffic Control System	LS	1	\$	\$ 1762 ⁵⁰
3	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$	\$ 378 ¹²
4	Landscape Plantings	LS	1	\$	\$ 1487 ³⁵
5	Landscape Maintenance (9 Months)	LS	1	\$	\$ 5789 ³⁰
Streetlight Installation					
6	Joint Trench w/SCE, Verizon, Cox & City	LF	3675	\$ 17 ⁶⁸	\$ 64974 ⁻
7	Joint Trench w/SCE, Cox & City	LF	100	\$ 191 ²⁰	\$ 19120 ⁻
8	Joint Trench w/Verizon, Cox and City	LF	50	\$ 107 ²⁸	\$ 5364 ⁻
9	Joint Trench w/SCE and City	LF	145	42 ⁸⁰	6206 ⁻
10	Trench - City Only	LF	585	\$ 26 ⁻	\$ 15210 ⁻
11	Furnish & Install Pullbox	EA	39	\$ 252 ⁻	\$ 9828 ⁻
12	Furnish & Install Meter Pedestal	EA	3	\$ 2970 ⁻	\$ 8910 ⁻
13	Type A Light Pole w/Fixture	EA	9	\$ 10845 ⁶²	\$ 97610 ⁻
14	Type B Light Pole w/Fixture	EA	8	\$ 9223 ²⁰	\$ 73785 ⁻
15	Type A Light Pole w/Dual Fixtures	EA	2	\$ 16024 ⁷²	\$ 32049 ⁴⁴
16	Furnish & Install Copper Conductor	LF	16,000	\$ 2 ⁸²	\$ 45600 ⁻
17	Remove & Salvage Streetlight	EA	6	\$ 761 ⁻	\$ 4566 ⁻
18	Commercial Driveway Modification	LS	1	\$	\$ 4147 ⁻
6.6 Conversion					
19	6.6 Conversion - Elise Way	LS	1	\$	\$ 11330 ⁻
20	6.6 Conversion - Westwood Hills Tract	LS	1	\$	\$ 25740 ⁻
1800 Block Commercial Properties					
21	1800 Block Commercial Property Trench	LS	1	\$	\$ 66513 ⁻
Service Laterals					
22	356 Cooper Road	LS	1	\$	\$ 1677.65
23	409 Flora Vista Drive	LS	1	\$	\$ 2436.70
24	412 Flora Vista Drive	LS	1	\$	\$ 933.40
25	415 Flora Vista Drive	LS	1	\$	\$ 1626.60
26	416 Flora Vista Drive	LS	1	\$	\$ 927.86
27	419 Flora Vista Drive	LS	1	\$	\$ 932.75
28	422 Flora Vista Drive	LS	1	\$	\$ 931.50
29	423 Flora Vista Drive	LS	1	\$	\$ 1083.60

BIDDING SHEET (2 of 2)

30	424 Flora Vista Drive	LS	1	\$	\$ 1396.50	
31	2136 Cliff Drive	LS	1	\$	\$ 2038.30	
32	2138 Cliff Drive	NO PROVISIONS FOR SERVICE BY UTILITIES			\$	—
33	2202 Cliff Drive	LS	1	\$	\$ 2484.80	
34	2206 Cliff Drive	LS	1	\$	\$ 1626.52	
35	2210 Cliff Drive	LS	1	\$	\$ 2425.80	
36	2227 Cliff Drive	LS	1	\$	\$ 1635.75	
37	2228 Cliff Drive	LS	1	\$	\$ 2512.62	
38	2230 Cliff Drive	LS	1	\$	\$ 2032.74	
39	2306 Cliff Drive	LS	1	\$	\$ 4140.15	
40	2310 Cliff Drive	LS	1	\$	\$ 813.24	
41	2314 Cliff Drive	LS	1	\$	\$ 1624.86	
42	2315 Cliff Drive	LS	1	\$	\$ 2502.90	
43	2316 Cliff Drive	LS	1	\$	\$ 2207.88	
44	2319 Cliff Drive	LS	1	\$	\$ 2656.58	
45	2320 Cliff Drive	LS	1	\$	\$ 2515.32	
46	2324 Cliff Drive	LS	1	\$	\$ 935.25	
47	2328 Cliff Drive	LS	1	\$	\$ 950.04	
48	2330 Cliff Drive	LS	1	\$	\$ 1162.08	
49	2335 Cliff Drive	LS	1	\$	\$ 1642.48	
50	2336 Cliff Drive	LS	1	\$	\$ 1637.01	
51	2342 Cliff Drive	LS	1	\$	\$ 1631.34	
52	2346 Cliff Drive	LS	1	\$	\$ 1903.55	
53	360 Mesa Lane	LS	1	\$	\$ 986.40	
				Total	\$ 567,697.51	
					(in figures) 54951.22	

5660

FIVE HUNDRED SIXTY SEVEN THOUSAND SIX HUNDRED NINETY SEVEN DOLLARS & FIFTY ONE CENTS
~~FIFTY FOUR THOUSAND NINE HUNDRED FIFTY ONE DOLLARS AND TWENTY TWO CENTS~~
 (Total in words)

TIDWELL EXCAVATION ACQUISITION Co, Inc.

(Company Name of Bidder)

* 405 FELLOWSHIP

\$ 939.05

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

The Bidder shall indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of the Owner.

Equipment/Materials	Manufacturer	Supplier
CONDUIT & FITTINGS	J.M. EAGLE	ALL STATE
HANDHOLE (VERIZON)	STRONGWELL	ALL STATE
HANDHOLE (EDISON)	ARMOURCAST	ALL STATE
HANDHOLE (COX TV)	ARMOURCAST	ALL STATE
HANDHOLE (CITY)	CHARITY	ALL STATE
VAULTS, MANHOLES, PULL BOX'S	JENSEN PRECAST	ALL STATE
CONCRETE, ENCASUREMENT, SLURRY	MISSION READY MIX	MISSION READY

EXPERIENCE STATEMENT

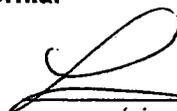
Pursuant to Article A2.10, the outline below is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Additional numbered pages outlining this portion of the proposal may be attached to this page.

I have a current and valid Contractor's License, in good standing, issued by the California State Department of Consumer Affairs.

Contractor's License No. 797823, applicable to the work.

A GENERAL
 Class Description
7/31/2009 (APPLIED FOR NEW)
 Expiration Date

I declare under penalty of perjury that the foregoing is true and correct. Executed on 6/24/09 (date) at VENTURA (City), California.


 (signature)

BIDDER'S QUALIFYING EXPERIENCE

PROJECT TITLE:

DESCRIPTION (TYPE WORK)	CUSTOMER/ AGENCY	CONTACT PERSON PHONE NUMBER	YEAR COMPLETED	DOLLAR VALUE
• UNDERGROUND WHITE CLIFF 16KV.	EDISON	805-654-7218 RICK WHEELER	2009	\$1.202 Million
• UNDERGROUND CONSTANTINE 16KV	EDISON	805 654-7218 RICK WHEELER	2009	\$478,638 ⁻
• UNDERGROUND RULE 20 B	EDISON SPRINT VERIZON MCI CHARTER	RICK WHEELER	2009	1.192 Million
• UNDERGROUND	EDISON	RICK WHEELER	2009	\$478,590 ⁻

PROPOSED SUBCONTRACTORS

Bid No. 3569

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor doing work in excess of the amount specified in Article A2.11, List of Subcontractors, who is not listed will be used without the written approval of the Owner. Additional numbered pages outlining this portion of the proposal may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location (city and county), and item of work must be stated at the time of the bid.**

SUBCONTRACTORS LIST, Page 1		
NOTE: All Subcontractors in excess of 1/2 of 1% of total bid must be listed.		
SUBCONTRACTOR: <u> </u>		ITEM OF WORK:
LOCATION/ADDRESS: <u> </u>		
LICENSE NO.:	EXPIRATION DATE:	PHONE:
CLASS: <u> </u>	<u> </u> / /	() <u> </u>
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.:	EXPIRATION DATE:	PHONE:
CLASS:	/ /	()
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.:	EXPIRATION DATE:	PHONE:
CLASS:	/ /	()
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.:	EXPIRATION DATE:	PHONE:
CLASS:	/ /	()
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.:	EXPIRATION DATE:	PHONE:
CLASS:	/ /	()

SECTION A5 - CONTRACT

PROJECT: CLIFF DRIVE UNDERGROUND UTILITY DISTRICT NO. 10
BID NO.: 3569

AMOUNT OF CONTRACT: \$ 507,097.51

THIS CONTRACT, made this 31ST day of AUGUST, 2009 by and between the City of Santa Barbara, hereinafter referred to as "Owner" and TIDWELL EXCAVATION ACQUISITION CO. INC., hereinafter referred to as "Contractor",

WITNESSETH:

A. WHEREAS, Owner has caused specifications, drawings and other contract documents (hereinafter referred to as "Specifications" to be prepared for certain work on the referenced project; and

- B. WHEREAS, said Specifications include:
- Part A - Legal and Procedural Documents
 - Part B - Special Provisions - General
 - Part C - Special Provisions - Technical
 - Part D - Drawings
 - Part E - Addenda (if applicable)

C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and Owner hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

CITY OF SANTA BARBARA,
a Municipal Corporation


for Christine F. Andersen, Public Works Director

TIDWELL EXCAVATION ACQUISITION CO. INC.
Contractor

ATTEST:

By TIM GOODWIN


for Brenda Alcazar,
City Clerk Services Manager



APPROVED AS TO CONTENT:

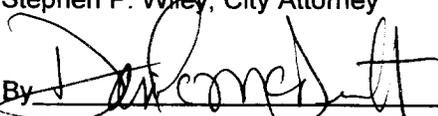
BUSINESS TAX COMPLIANCE:
Certificate No. 50453

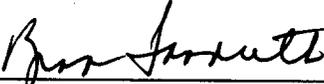

for R. Patrick Kelly, Asst. Public Works Director/City Engineer

By 

APPROVED AS TO FORM:
Stephen P. Wiley, City Attorney

APPPROVED AS TO INSURANCE


By Stephen P. Wiley


Brad Landreth, Risk Manager

SECTION A6 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Tidwell Excavation Acquisition Co., Inc., hereinafter called Principal, and Fidelity and Deposit Company of Maryland, hereinafter called Surety, are jointly and severally held and firmly bound unto the City of Santa Barbara, California, five hundred sixty seven thousand, six hundred ninety eight Dollars hereinafter called Owner, in the penal sum of six hundred ninety eight Dollars (\$ 567,698.00) (100% of amount bid in proposal) lawful money of the United States,

for the payment whereof unto Owner. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Owner has awarded to Principal a contract for Contract No. 23184, Cliff Drive Underground Utility District No. 10

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the contract and any changes made as therein provided and shall indemnify and save harmless Owner, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by Owner, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

SECTION A6 (Continued)

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications and drawings accompanying the same shall in any way 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 contract or to the work or to the drawings and specifications.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Owner and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this 28th day of August, 2009.

Tidwell Excavation Acquisition Co., Inc.

Principal

Seal

By

Signature

Fidelity and Deposit Company of Maryland

Surety

Seal

By

Signature

Cristin Nolette

801 N. Brand Blvd., Penthouse
(Surety's Mailing Address)

Glendale, CA 91203

818-409-2800

(Telephone No.)

(Attach both Notarial Acknowledgement
of Surety and Power of Attorney)

Approved as to form this 11th day of September, 2009

Stephen P. Wiley, City Attorney

By [Signature]
Assistant City Attorney

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 28th day of August, 2009.

Gerald F. Haley
Assistant Secretary

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Cristin NOLETTE, of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Cristin NOLETTE dated October 15, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland } ss:
City of Baltimore }

On this 24th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

SECTION A7 - PAYMENT BOND (Civil Code Section 3247)

Bond #8938208

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Santa Barbara has awarded to Tidwell Excavation Acquisition Co., Inc. as principal, hereinafter called "Contractor", a contract for the work described as follows:

Contract No. 23184, Cliff Drive Underground Utility District and No. 10

WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law; and

WHEREAS, Fidelity And Deposit Company of Maryland is hereinafter called "Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the City of Santa Barbara in the amount required by law, the sum of:

five hundred sixty seven thousand, six hundred ninety eight Dollars

\$ 567,698.00 (100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators, successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the Surety or sureties herein will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

SECTION A7 (Continued)

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is issued and accepted under the provision that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

SIGNED AND SEALED this 28th day of August, 2009

Tidewell Excavation Acquisition Co., Inc.
Contractor

Seal

By 
Signature

Fidelity and Deposit Company of Maryland
Surety

Seal

By 
Signature

Cristin Nolette

801 N. Brand Blvd., Penthouse
Surety's Mailing Address

Glendale, CA 91203

818-409-2800

Telephone Number

(Attach both Notarial Acknowledgement
of Surety and Power of Attorney)

Approved as to form this _____ day of _____, 2009

Stephen P. Wiley, City Attorney

By _____
Assistant City Attorney

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 28th day of August, 2009.

Ronald F. Halley
Assistant Secretary

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Cristin NOLETTE, of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Cristin NOLETTE dated October 16, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

SECTION A8 - WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date 8-31-09

TIDWELL EXCAVATION ACQUISITION CO INC.
Contractor

By [Signature] TIM GOODWIN
Signature

PRESIDENT
Title

ATTEST:

By [Signature]
Signature

[Signature]
Title

SECTION A9 - CERTIFICATE OF INSURANCE

This certifies to the City of Santa Barbara, P.O. Box 1990, Santa Barbara, California, 93102-1990, that the following described policies have been issued to:

Insured: Tidwell Excavation, Inc. & Tidwell Excavation
 Address: 1691 Los Angeles St. Acquisition Co., Inc.

Location of operations insured: Ventura, CA 93004

Description of work: CLIFF DRIVE UNDERGROUND UTILITY DISTRICT NO. 10 Bid No.: 3569

POLICIES AND INSURERS	LIMITS		POLICY NUMBER	EXPIRATION DATE
	Bodily Injury	Property Damage		
Comprehensive General Liability National Union Fire Ins. of PA (Insurer)	Each Person 1,000,000	Each Occurrence 1,000,000	GL1894897	10-31-09
	Each Occurrence 1,000,000	Aggregate 1,000,000		
	Combined Single Limit			
Comprehensive Automobile Liability <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned National Union Fire of PA (Insurer)	Each Person	Each Accident	CA8263138	10-31-09
	Each Occurrence	Combined Single Limit		
	\$1,000,000			
Professional Liability • Errors & Omissions • Malpractice (If Applicable) • Negligent Performance (Insurer)	Each Person	Each Accident		
	Each Occurrence	Aggregate		
	Combined Single Limit			
Workers' Compensation National Union Fire of PA (Insurer)	STATUTORY		WC4990693	10-31-09
	Employer's Liability \$ 1,000,000			

The following coverage or conditions are in effect:

Yes No

- | | | |
|---|----|--|
| 1. City of Santa Barbara, its Officers, Employees, and Agents Named as Additional Insured. | XX | |
| 2. Policies will not be Canceled, Limited, or Allowed to Expire Without 30 Days Written Notice to the City Clerk, P.O. Box 1990, Santa Barbara, California 93102-1990 | XX | |
| 3. Coverage afforded the City shall Apply as Primary & Not Excess to Any Insurance Issued in the Name of the City. | XX | |
| 4. Blanket or Scheduled Contractual Liability Sufficiently Broad to Cover Liability Assumed in Contract. | XX | |
| 5. Cross Liability Clause. | XX | |
| 6. Broad Form Property Damage Endorsement. | XX | |
| 7. X, C, U Hazards Included. | XX | |
| 8. Products and Completed Operations. | XX | |
| 9. Longshoremen's Harbor Workers' Act. | XX | |
| 10. Other (specify). | XX | |

Date: Aug. 28, 2009

At: _____

Cristin Nolette
 (Authorized Signature)

Cristin Nolette
 (Print Name)
 E.P.I.C. 19000 MacArthur Blvd
 (Company and Address) Irvine, CA
 92612

NOTE: Authorized signature may be the agent if agent has placed insurance through an agency agreement with the Insurer.
 If insurance is brokered, authorized signature must be that of official of Insurer.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2009

PRODUCER Edgewood Partners Ins. Center Lic #0B29370 (877)674-3742 One City Blvd. West #700 Orange, CA 92868-2947	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Tidwell Excavation, Inc. Tidwell Excavation Acquisition Co., Inc. 1691 Los Angeles Street Ventura, CA 93004	INSURER A: National Union Fire of PA	
	INSURER B: Hartford Fire Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E: *10 day notice nonpay	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD/XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL1894897	10/11/08	10/31/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 BI/PD SIR \$500,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive other Car <input checked="" type="checkbox"/> Comp & Coll	CA8263138 Ded. \$1,000	10/11/08	10/31/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE7660862	10/11/08	10/31/09	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC4990693	10/11/08	10/31/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000,
B		OTHER Comm. Prop. Equipment Rented/ Leased	72UUMUM8513	10/11/08	10/31/09	\$500,000 Max per item \$10,000 Ded. \$10,000 Ded. for Cranes

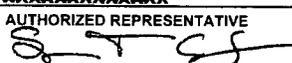
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All Operations of the Named Insured.
 City of Santa Barbara is included as an additional insured on the General Liability policy per the attached endorsement(s). General Liability policy is primary and non-contributory per the attached endorsement.

CERTIFICATE HOLDER

City of Santa Barbara
 735 Anacapa Street
 Santa Barbara, CA 93101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT ~~BY FAX OR BY MAIL~~
~~OR BY FAX OR BY MAIL~~
~~OR BY FAX OR BY MAIL~~
 AUTHORIZED REPRESENTATIVE


IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER:

GL1894897

COMMERCIAL
GENERAL LIABILITY

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Santa Barbara	All Operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

© ISO Properties, Inc., 2004

POLICY NUMBER:

GL1894897

**COMMERCIAL
GENERAL LIABILITY**

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Santa Barbara	All Operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

© ISO Properties, Inc., 2004

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M., Oct. 11, 2008 forms part of Policy No. GL1894897 issued to Tidwell Excavating. by National Union Fire of PA

PRIMARY COVERAGE FOR SPECIFIED PERSONS OR ORGANIZATIONS
NAMED AS ADDITIONALS –
ONGOING AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

City of Santa Barbara	All Operations of the Named Insured.
-----------------------	--------------------------------------

The following paragraph is added to SECTION II – WHO IS AN INSURED and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; b) “your work” performed for the additional insureds and included in the “products-completed operations hazard:

The insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.

Angela Rabbitt
Authorized Representative

90533 (3/06)

SECTION A10 - CERTIFICATE OF COMPLIANCE

TO: CITY OF SANTA BARBARA

RE: CLIFF DRIVE UNDERGROUND UTILITY DISTRICT NO. 10

This is to certify that all requirements for insurance of subcontractors as specified in Bid Number 3569 have been met.

TIDWELL EXCAVATION ACQUISITION CO. INC.
Firm

By TIM GOODWIN 

PRESIDENT
Title

Dated 8-31-09

(Please return this completed form with your Bonds and Certificates of Insurance)

SECTION A11 - CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE S.B.M.C. 9.126.020

A11.01 Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

A11.02 Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The City may deduct any such penalties from any monies due the Contractor from the City.

7. The Contractor certifies to the City that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

PART B - SPECIAL PROVISIONS - GENERAL

SECTION B1 - GENERAL PROVISIONS

B1.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction (2006 edition) of the Southern California Chapter American Public Works Association. Part 1 (General Provisions) of the Standard Specifications is incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall control.

B1.02 Modifications to Standard Specifications

Section 1 - Terms, Definitions, Abbreviations and Symbols

Replace Paragraph 1-4.1 with the following [Where U.S. Standard Measures are used in specifications]:

Paragraph 1-4.1 General

The U.S. Standard Measures, also called the U.S. Customary System, is used as the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents. However, there are material specifications and test requirements provided herein that use the International System of Units (SI or metric system), and certain metric units and conversions are included. Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

Section 2 - Scope and Control of the Work

Add the following:

Paragraph 2-5.2.1 Conflict in Plans

As the figured dimensions shown on the drawings and in the specifications of the contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be done, or any of the matter relative thereto is not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the contract so far as may be consistent with the terms thereof.

Paragraph 2-6.1 Suggestions to Contractor

Any plan or method of work suggested by the Owner or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Owner and the Engineer shall assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

Section 3 - Changes in Work

Add the following:

Paragraph 3-1.1 General

The Contractor shall contact the City's Project Engineer when changes are requested by a participating utility company (Southern California Edison, Verizon and/or Cox Communications) that affect the Work identified on the City's plans and in these special provisions. The Project Engineer shall be given the opportunity to meet and confer with said utility company regarding proposed changes, and the Project Engineer will provide written authorization if such changes are granted. Changes requested by a participating utility company and approved by the City's Project Engineer shall be paid according to Section 3-2 of the Green Book specifications and as modified below (Section 3-2.2.1).

Replace Section 3-2.2.1 Contract Unit Prices as follows:

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve a substantial change in character of the work from that shown on the Plans or included in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

In the case of such an increase or decrease in a Major Bid item (defined as a single Contract item constituting 10 percent or more of the original Contract Price), the use of this basis for adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and unit price.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made in accordance with Paragraph 3-2.2.3 (herein).

Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred for that item prior to notification of such deletion.

Replace Paragraph 3-3.2.3 Markup with the following:

- (a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:
- | | |
|---------------------------------|-----|
| 1) Labor | 20% |
| 2) Materials | 15% |
| 3) Equipment Rental | 15% |
| 4) Other Items and Expenditures | 15% |

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

- (b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added for the Contractor's costs and supervision.

Replace Paragraph 3-5 Disputed Work with the following:

If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the work. Payment shall be later determined by mediation, if the Agency and Contractor agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 3-3.

Section 4 - Control of Materials

Add the following:

Paragraph 4-1.1.1 Retention of Defective Work

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions therefor in the payments due or to become due to the Contractor as the Owner may deem just and reasonable.

Paragraph 4-1.6.1 Substantiation of Equivalency

Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted within 35 days after award of Contract.

Section 5 - Utilities

Add the following:

Paragraph 5-1.1 Mandatory Notification Prior to Excavation

The Contractor's attention is directed to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" be notified by telephone, toll free 1-800-422-4133, for the assignment of an Inquiry Identification Number.

No excavation shall commence unless the Contractor has obtained the Inquiry Identification Number and so notified City's Project Engineer.

As part of the performance required, the Contractor shall assist the City to, and provide the City with, any and all compliance required of City as an operator under the provisions of California Government Code Sections 4216-4216.5.

Paragraph 5-1.2 Accuracy of Utilities Information

The locations of existing major utilities, whether above ground or underground, are indicated on the drawings. The Owner does not guarantee the accuracy or completeness of this information and it is to be understood that other above-ground and underground facilities not shown on the drawings may be encountered during the course of the work. In any case, existing minor lines are not indicated.

Section 6 - Prosecution, Progress and Acceptance of the Work

Add the following:

Paragraph 6-1.1 Notice to Proceed

Within ten (10) days after the execution of the contract, written notice to proceed will be given by the Owner to the Contractor. Notwithstanding any other provision of the contract, the Owner shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the Owner has knowledge of the furnishing of such work.

Paragraph 6-6.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by the Engineer to have been unavoidable.

The Contractor shall make no claims that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

Paragraph 6-6.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or the subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delay in the prosecution of parts of the work which may in themselves be unavoidable but do not

necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitted samples of materials and drawings to the Engineer for approval and from making of tests of materials, measurements and inspections; 3) Reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole work within the time agreed upon.

Paragraph 6-6.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Owner, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in the Owner's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

Paragraph 6-6.2.1 Compensation to Owner for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Owner of engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

Paragraph 6-7 Time of Completion

Paragraph 6-7.1.1 Contract Period

The Contractor shall prosecute the work so that all portions of the project shall be complete and ready for use within 16 months (480 days) from the effective date of Notice to Proceed.

Paragraph 6-7.2.1 Working Hours

Regular working hours shall be within the hours of 7:00 a.m. and 5:00 p.m. for work occurring outside the Caltrans Right-of-Way and per the Caltrans Encroachment Permit (Appendix C) for work within the Caltrans Right-of-Way, unless otherwise authorized by the Engineer. Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the Engineer. Such permission may be revoked at any time. No work shall be permitted on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency. For the purposes of this contract, Legal Holidays are considered both City holidays and State holidays listed within the Caltrans Encroachment Permit.

It is unlawful to construct, demolish, excavate, alter or repair any building or structure between the hours of 8:00 p.m. and 7:00 a.m. without the written approval of the City Chief of Building and Zoning (Santa Barbara Municipal Code, Chapter 9.16.015). The following required information shall be provided to the Project Manager in writing a minimum of ten (10) days in advance of the commencement of the proposed work:

1. Specific date, hours and location of work
2. Complete description of work to be done
3. Number and type of equipment to be used
4. Noise mitigation measures to be employed
5. Distance of the nearest resident to the work
6. Inspection required

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the owner from payments due the Contractor.

Paragraph 6-7.2.2 Working Hours Restrictions

Working hours are restricted during Holiday periods in commercial areas. **No construction work (including work in progress) is to take place within the commercial area Public right-of-way from Thanksgiving Day through the day following New Year's Day as well as during Santa Barbara's Fiesta celebration.** Work may only take place during these periods under emergency situations, and such circumstances must be approved by the city Engineer. Maps indicating the designated commercial areas affected are shown in Appendix F.

The Contractor shall provide a Progress Schedule per C1.08 identifying work dates for areas within the designated commercial areas so that there will be no impact to the public during the above Holiday period.

Paragraph 6-8 Completion and Acceptance

A job walk will be performed at such time as the Contractor indicates that approximately ten (10) items remain to be completed. A list of the remaining items (a punch list) will be prepared by the Engineer and given to the Contractor.

All punch list items shall be completed during the contract period. Failure to do so will not be considered an occasion of unavoidable delay. When all items have been completed to the satisfaction of the City Engineer, the project will be submitted to the City Council, which may accept the completed work.

The Engineer will, in reporting completion to the City Council, give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work, except for portions of the work for which the Contractor may have previously been relieved of such responsibility in accordance with Section 6-10.

Paragraph 6-9.1 Liquidated Damages for Avoidable Delay

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time granted pursuant to Paragraph 6-6.1.3, damage will be sustained by the Owner. Because of the difficulty in computing the actual material loss and disadvantage to the Owner, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the Owner the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the Owner will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the Owner will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the Contractor shall have no claim or right of action against the Owner for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract within the time limited therefor occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the Owner of the contract.

Damages for avoidable delays shall be in the amount of \$300.00 for each consecutive calendar day in excess of the time specified for completion of the work.

Paragraph 6-11 Request for Payment

Progress payments will be made monthly by the City after receipt of a properly completed request from the Contractor. The Contractor shall submit all such requests for monthly progress payments, and shall include the following forms as applicable:

Form CC1: Progress Payment Request

This form is to be completed and signed by the Contractor and attached as a cover sheet to the request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request - Detail

This form may be used by the Contractor to provide the detail required to verify the payment quantities. (City will accept the Contractor's standard form if it provides the required information.)

Form CC3: Quantity Change Verification Form

This form is required before any payment can be made based on actual quantities exceeding bid quantities. At the conclusion of the contract, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

Form CC4: Final Release Form

This form must accompany all requests for final payment.

The City will withhold ten (10) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor thirty-five (35) days after acceptance of the work by the City Council and the filing of a Notice of Completion.

CITY OF SANTA BARBARA

Public Works Department

Engineering Division

**Construction Contract
Progress Payment Request**

From: _____
Contractor

Address

Date: _____
Contract No.: _____
Payment Request No.: _____

To: CITY OF SANTA BARBARA
Public Works Department
Engineering Division
P.O. Box 1990
Santa Barbara, California 93102

Project Name:
CLIFF DRIVE
UNDERGROUND
UTILITY DISTRICT NO.
10

Original Contract Amount:	\$
Approved Change Orders through #: _____	\$
Quantity Changes: (Requires Project Engineer verification)	\$
Total Contract Amount to Date:	\$

Value of Work Completed to Date:	\$
Less Retention:	\$
Subtotal:	\$
Less Previous Payments Approved:	\$
Progress Payment Requested:	\$

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his or her knowledge, information and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Signature

Print Name

Title

Date

CITY OF SANTA BARBARA
Public Works Department - Engineering Division

Construction Contract
Progress Payment Request - Detail

Date: _____ Payment Request No: _____ Contract No.: _____

Contractor: _____

Project Name: CLIFF DRIVE UNDERGROUND UTILITY DISTRICT NO. 10

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT/ FIRM PRICE	IN PLACE THIS PERIOD		IN PLACE TOTAL	
					QTY. OR %	EXTN.	QTY. OR %	EXTN.
1								
2								
3								
4								
5								
6								
7								
8								
9								
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Contractor Signature

Date

Inspector Signature

**CITY OF SANTA BARBARA
Public Works Department
Engineering Division**

**Construction Contract
Final Release Payment**

From: _____
Contractor

Address

Date: _____

Contract No. _____

Payment Request No. _____

Project Name: CLIFF DRIVE UNDERGROUND
UTILITY DISTRICT NO. 10

To: CITY OF SANTA BARBARA
Public Works Department
Engineering Division
P.O. Box 1990
Santa Barbara, California 93102-1990

Upon settlement of final quantities and approval of a Notice of Completion for the project by the Santa Barbara City Council, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the City Council to approve such final payment for Contractor in connection with the project named.

This release covers the final payment to the undersigned for all labor, services, equipment and material furnished on the job, including the work of all subcontractors and all materials furnished for all suppliers, and other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

Contractor Signature:

Print Name:

Title:

Date:

NOTICE: A signed final release is required with submittal of request for payment.

Paragraph 6-12 Guaranty

The Contractor shall warrant and guarantee the entire work and all parts thereof, including that performed and constructed by Subcontractors, Sub-subcontractors, and others employed directly or indirectly on the work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one year commencing on the date of acceptance of the work, the Contractor shall, upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Owner is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs, provided, however, that, in the case of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article, "acceptance of the work" shall mean the acceptance of the work by the Owner in accordance with Paragraph 6-8 but not for the purpose of extinguishing any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not in fact been performed or fulfilled at the time of such acceptance all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of acceptance of the work for purposes of determining commencement of the warranty period shall be the date of recordation of the Notice of Completion by the County Recorder.

Section 7 - Responsibility of the Contractor

Add the following:

Paragraph 7-3.1 Liability Insurance (Supersedes Paragraph 7-3)

Contractor agrees to purchase and maintain at its sole cost and expense during the life of this Agreement the following insurance with an insurer or insurers satisfactory to the City:

A. Combined single limits of not less than one million (\$1,000,000) dollars of Comprehensive General Liability Insurance, including Bodily Injury and Property Damage and one million (\$1,000,000) dollars of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property Damage. This insurance shall include:

- (1) Extension of coverage to the City, its officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;
- (2) A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days' prior written notice has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990;
- (3) A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;
- (4) Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions of the Standard Conditions;
- (5) A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;
- (6) A broad form property damage endorsement;
- (7) A provision that the policies be provided on an "occurrence" basis;
- (8) Coverage for XCU (explosion, collapse, underground) hazards if applicable to the work;
- (9) Products and completed operations coverage; and,
- (10) Coverage for benefits under the United States Longshoremen's and Harbor Workers' Compensation Act if applicable to the work.

B. Statutory Workers' Compensation and Employer's Liability Insurance, with an insurance company acceptable to City, which shall cover all employees while performing any work incidental to the performance of this Agreement;

C. Approval of insurance by the City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

D. Current Certificates of Insurance on forms supplied by the City and evidencing the above coverage, shall be completed by Contractor's insurer or its agent and submitted to City prior to execution of this Agreement by City. Contractor shall exercise due diligence to require any and all subcontractors and/or sub-subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, and Workers' Compensation and Employer's Liability Insurance with minimum limits of coverage and upon terms and provisions required above.

Paragraph 7-3.2 Hold Harmless

Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement.

Paragraph 7-8.5 Water for Construction

Attention is directed to the various sections of the Standard Specifications and these Special Provisions which require the use of water for the construction of this project.

Attention is also directed to the provisions of Section 7, "Responsibilities of the Contractor", of the Standard Specifications, with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage. Nothing in Section 7 shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions, or as relieving the Contractor from the legal responsibilities defined in said Section 7.

Water for construction purposes as required by these Specifications will be provided by the City at the Contractor's expense. The City encourages the Contractor to use reclaimed water when a fill station is located nearby.

Water required for controlling dust, caused by the Contractor's operations and the passage of traffic through the construction site shall be applied as necessary, at the Contractor's expense. The Contractor shall, whenever possible and not in conflict with these specifications, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order and water leaks shall be repaired promptly.

All water, reclaimed or potable, used for the proposed construction, including testing, shall be metered. The City will furnish a water meter to the Contractor upon completion of an application and payment of a refundable \$900.00 deposit per water meter to the Public Works Department (630 Garden Street, Santa Barbara, California). Reclaimed water meters will be used for connection to the Contractor's water truck, and the potable water meters will be used for connection to a City fire hydrant. The Contractor will be billed monthly including a \$6.00 per day meter rental fee and the prevailing rate for all water used. The City will refund the deposit upon return of the water meter(s), provided that they are in good operational order.

Paragraph 7-8.6 Pollution Control

Add the following:

The contractor shall fully implement the provisions of the City's Procedures for the Control of Runoff Into Storm Drains and Watercourses, in Appendix "A" of these specifications, and provisions of the Caltrans Encroachment

Permit, Appendix "C" of these specifications, including any requirements outlined in the Caltrans Water Pollution Control Program. Payment for such implementation shall be considered to be included in the lump sum contract price for "Storm Water Pollution Prevention Plan (SWPPP)", and no separate payment will be made for such implementation.

Paragraph 7-10 Public Convenience and Safety

Add the following:

Paragraph 7-10.01 Las Positas Road. Las Positas Road shall not be used as a haul route between U.S. Highway 101 and State Street. The Contractor shall consult with the Engineer for alternate routes.

Section 8 - Facilities for Agency Personnel

No change.

Section 9 - Measurement and Payment

Add the following:

Paragraph 9-3.2 Retained Percentage (supersedes Paragraph 9-3.2)

The Engineer will, after award of contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed to the closure date and, as basis for making monthly payments, estimate its value based on Contract Unit Prices or as provided for in 9-2. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The Owner will retain ten (10) percent of any progress payment as a fund for assurance of the performance of the contract, and for the protection and payment of any person or persons, mechanics, subcontractor, or workers who shall perform any labor upon the contract or work thereunder or who shall supply such person or persons or subcontractors with components, materials and/or supplies for carrying on such work. After 50 percent of the Work has been completed and if progress on the Work is satisfactory then, at Owner's option, the retention on any remaining progress payments and from the final payment may be limited to five (5) percent of those payments.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

In accordance with Public Contract Code Section 22300, securities shall be permitted in substitution of money withheld by the OWNER to ensure performance under this contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank in the State of California as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, Contractor may request and the Owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the Owner, pursuant to the terms of this section (Public Code Section 22300).

Securities eligible for investment under this Subsection shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If the Contractor elects to receive interest on moneys withheld in retention by the Owner shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by the Owner, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.

If an escrow agreement is used as security, it shall be null, void, and unenforceable unless it is substantially similar to the form stated in Public Contract Code Section 22300.

Section 10 – Claims

Add the following:

Paragraph 10-1.1 Required Claims Procedures

For claims of the Contractor arising out of this Contract, Contractor shall not be entitled to payment for any act, condition, circumstance, or failure to act, by the City, including refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless Contractor shall have given the Engineer written notice of potential claim as herein provided. Compliance with this Section shall not be a prerequisite to matters within the scope of specific protest provisions contained elsewhere in these specifications.

A written notice of potential claim shall set forth the reasons for which the Contractor believes compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. Said written notice of potential claim shall be given to the Engineer within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. Where it may be anticipated that work, damages or a claim may arise from any circumstance, occurrence or something required to be done, Contractor shall give notice to the Engineer of such potential claim or damages at the earliest time possible.

The Contractor shall promptly provide the Public Works Director with any information and evidence necessary for the Public Works Director to determine the extent and cause for the costs or damages claimed. The Public Works Director shall order or provide a review and analysis of the evidence regarding such potential claim and shall inform the Contractor as regarding any determinations within thirty (30) days after submission of the evidence of potential claim. If no determination is made within such thirty (30) days, the Contractor may proceed as if the claim were rejected by the City.

It is the intention of this Section that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that damages or unexpected costs can be avoided, potential claims may be settled, if possible, or that other appropriate action taken in time to avoid unusual costs. The Contractor hereby agrees that Contractor shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

A determination to award a potential claim shall be included on completion of the work in the recommendation of the Engineer for final quantities, and approval by the City Council. Where the Public Works Director determines against an award for a potential claim the Contractor shall pursue the claim in accordance with the provisions of the California Public Contract Code.

Article 1.5 of Chapter 1, Part 3 of the California Public Contract Code (Sections 20104 et seq.) are set forth as follows:

§ 20104. Application of article; provisions included in plans and specifications

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public

agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses The following procedures are established for all civil actions filed to resolve claims subject to this article: (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6 Payment on undisputed portion of claim; interest on arbitration awards or judgments

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award of judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

The filing of a notice of potential claim shall not relieve Contractor of the obligation to file a timely claim with the City of Santa Barbara in accordance with the provisions of the California Public Contract Code nor shall the filing of a notice of potential claim extend the time for filing such claim.

Any claim in excess of \$375,000 must be filed with the City Clerk not later than 30 days after the date of the decision of the Engineer that is disputed by the Contractor. Such claim must be in writing and include documents necessary to substantiate the claim. The City Public Works Director shall order or provide an investigation of the claim and shall conduct a hearing at which the Contractor may present evidence regarding the matter. At the conclusion of the investigation and hearing the recommendation of Public Works Director or designee and the reasons therefore shall be forwarded to the City Council for its action on the claim. The submission of a claim in accordance with this Paragraph is a prerequisite to the institution of any civil action regarding the amount in dispute.

PART C – SPECIAL PROVISIONS - TECHNICAL

SECTION C1 – GENERAL CONSTRUCTION REQUIREMENTS

C1.01 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, (2006 edition) of the Southern California Chapter American Public Works Association. Part 2 (Construction Materials), Part 3 (Construction Methods) and Part 4 (Alternate Products) of the Standard Specifications are incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall control.

The work provided within the City Right-of-Way shall conform to the City of Santa Barbara, Standard Details dated January 23, 2007 including all amendments and supplements. Caltrans standards and specifications shall apply to all work within the State Right-of-Way (per the Caltrans Encroachment Permit) unless directed otherwise by the State Inspector.

The following reference specifications may apply to portions of the work:

- Caltrans Standard Specifications and Standard Plans, 2006 Edition
- Caltrans Traffic Manual, Chapter 5
- Caltrans Storm Water Quality Handbook
- BNI's Work Area Traffic Control Handbook (W.A.T.C.H.), 2006 10th Edition
- Uniform Building Code, 2007 Edition.

C1.01.01 Modifications to Standard Specifications

Modify as follows:

Crushed aggregate shall contain an individual sieve segregation at least 25 percent of particles having their entire surface area composed of faces resulting from fracture due to mechanical crushing.

Section 200-2.2.3 Quality Requirements

<u>Tests</u>	<u>Test Method No.</u>	<u>Requirements</u>
R-Value	Calif. 301	78 min.
Sand Equivalent	Calif. 217	28 min.
Durability Index	Calif. 229	35 min.

C1.02 Accuracy of Utilities Information

Attention is directed to Section B1.02, Paragraph 5-1.2 "Accuracy of Utilities Information" and B1.02, Paragraph 5-1.1, "Mandatory Notification Prior to Excavation," of these Special Provisions.

The City has not completely detailed all utility locations for this project; the Contractor is responsible to contact Underground Service Alert to have the utility locations marked. Not less than one week prior to performing any conflicting excavation below the existing pavement section, the Contractor shall pothole and accurately locate all marked utilities within the limits of excavation. Full compensation for utility location shall be considered in the various items of work requiring excavation and no additional compensation will be allowed therefor.

Street lighting and traffic signal conduit for project streets may be located within the work areas. Contractor shall pothole, locate, and protect the adjacent conduit during construction of the various improvements. Utility service lines and laterals are known to cross the sidewalk installation area and when shown on the project plans may not

be complete or accurate.

Private lines for irrigation, water service and sewer lateral connections are known to exist within the project site and are not completely identified on the project plans. The contractor shall make every effort to locate and protect these existing lines. Private lines that are damaged or broken by the Contractor's operation shall be repaired or replaced as directed by the engineer at the Contractor's expense.

The City does not assume any responsibility for Contractor's delay or damage to the work caused by utility ruptures or breaks during construction.

C1.03 Additional Restriction on Hours of Work

Attention is directed to Section B1.02, Paragraph 6-7.2.1, "Working Hours," of these Special Provisions.

To allow for the adequate inspection of the work by the City, the following contract items shall have the hours of work restricted as follows:

1. Concrete Construction: No concrete shall be delivered prior to 8:00 a.m.; all concrete shall be placed prior to 3:00 p.m.

C1.04 Storage of Equipment and Materials at Project Site(s)

The Contractor may store construction equipment in the parking lanes of streets near the project site when within the City's Public Right-of-Way and must store construction equipment in accordance with the Caltrans Encroachment Permit when located within the Caltrans Public Right-of-Way. Such locations shall be approved by the Engineer and shall be used only for equipment that is actively used for the construction effort. The placement of equipment shall provide for the accommodation and safety of all public traffic.

C1.05 Submittals

The Contractor shall submit to the Engineer certificates of compliance, engineering data, and representative samples, if required, of all materials for review and approval or testing not less than ten calendar days prior to the start of construction. The various submittals shall be compiled by the Contractor into one single bound package that shall include the cover sheets provided by the Contractor except that only one package must include as attachments the representative samples for review or testing. In addition, the Contractor shall provide Caltrans with all submittal requirements per the Caltrans Encroachment Permit.

The Submittals to the City shall include but are not limited to the following:

- Project Schedule
- Traffic Control Plan
- Truck Routing and Staging Plan
- Parking Restriction Signs
- Public Notification Notices
- Asphalt Concrete
- Portland Cement Concrete
- Aggregate Base
- Bedding and Backfill Materials
- Sand
- Recycle Plan
- Landscape Materials
- Streetlight Poles and Luminaires
- Electrical Meter Pedestals

Each set of submittals shall be provided to the Engineer in a three ring binder, with labeled dividers provided between each submittal item.

C1.06 Description of Work

The work includes all labor, material, supervision, plant and equipment necessary to construct and deliver a finished streetlighting project, the conversion of two existing 6.6 streetlight systems to conventional 120/240 volt systems, and installation of conduits for Cox Communication and Verizon utility services lines in conjunction with the Southern California Edison Rule 20A project known as Cliff Drive Underground Utility District No. 10. This work includes but is not limited to mobilization, bonds, insurance, and traffic control; installation of new streetlight fixtures and poles, meter pedestals, pull boxes and conduit; trenching, landscaping, clean-up, public notices and incidentals per the project plans and specifications.

All other items of work or details not mentioned above that are required by the plans, Standard Specifications or these Special Provisions, and per the Caltrans Encroachment Permit requirements shall be performed, placed, constructed or installed including construction area signs and traffic control systems.

Attention is directed to Section 2, "Scope and Control of Work," of the Standard Specifications and these Special Provisions.

C1.06.01 Bid Item Descriptions

A. Add the following to Section 9-3 "Payment", of the Standard Specifications:

1. Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the Contract unit prices or lump sum price for the items of Work bid and shall include all costs for labor, materials, equipment and incidentals required for the execution of the work unless otherwise set forth.
2. The following sets forth a general description of the type of work for each bid item listed in the schedule, but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

General Requirements

Payment for items identified under General Requirements shall be considered to be the City's portion of the costs to accomplish the work as listed within.

1. **Mobilization, Bonds, and Insurance:** The lump sum price paid for Mobilization, Bonds, and Insurance shall include full compensation for bonds, insurance, required permits and fees, shop drawings, project phasing, supervision, coordination of concurrent work with other contractors, meetings, "**as-built**" plans or record drawings, clean up of the work area, movement of personnel, equipment, supplies, and incidentals to and from the project site; for the establishment of all other facilities necessary for work on the project; for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work on the project site; and work and improvements called for or implied by the Contract Documents or Caltrans Encroachment Permit, which are not included in the other bid items but are required to complete the Work.
2. **Traffic Control System:** The lump sum price paid for Traffic Control System shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for implementation, installation and maintenance of traffic control and temporary signing and striping; including construction area signs, barricades, flaggers, temporary pavement, and temporary facilities required for the safe handling of pedestrian and vehicular traffic for 24 hours per calendar day in accordance with the "Manual of Traffic Control For Construction and Maintenance - Work Zones by the State of California, Department of Transportation (Caltrans)" and the approved project traffic control plans and contract documents for the duration of the Work, complete. Traffic Control work also includes public notifications and written notices to property owners and tenants affected by the Work, complete with dates and scope of work.
3. **Storm Water Pollution Prevention Plan (SWPPP):** The lump sum price paid for Storm Water Pollution Prevention Plan (SWPPP) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for work to establish and maintain all elements of a SWPPP, Best Management Practices (BMPs) per the contract requirements, and as outlined in the Caltrans Encroachment Permit Water Pollution Control Program, complete and in place. This includes providing and obtaining approvals for the Water Pollution Control Program in accordance with the Caltrans

Encroachment Permit.

4. Landscape Plantings: The lump sum price paid for Landscape Plantings includes all costs for equipment, material and labor for excavation, installation, soil preparation, backfill, cleanup and watering, complete and in place for landscape plantings that are identified as to be paid for by the City on the Landscape Plan.
5. Landscape Maintenance (9 Months): The lump sum price paid for Landscape Maintenance (9 Months) includes all costs for equipment and labor including fertilizer, weed removal, pruning, watering, replacing dead plants, and all associated items to maintain all new landscape for a period of 9 Months after final acceptance of installation. (Item paid entirely by the City.)

Streetlight Installation

Payment for items identified under Streetlight Installation shall be considered to be the City's portion of the costs to accomplish the work as listed within unless otherwise noted.

6. Joint Trench w/SCE, Verizon, Cox & City: The price per linear foot for Joint Trench w/SCE, Verizon, Cox & City includes all costs for labor, materials, tools and equipment to layout trenches; excavate; removal, transport and disposal of concrete, asphalt concrete or other unsuitable materials; furnish and install conduits including pull ropes, sweeps, caps, bends and other appurtenances; connect conduits to pull boxes, foundations and meter pedestals; backfill, trench plating, and bedding material; and placement of concrete or asphalt concrete per the project plans and contract documents.
7. Joint Trench w/SCE, Cox & City: The price per linear foot for Joint Trench w/SCE, Cox & City includes all costs for labor, materials, tools and equipment to layout trenches; excavate; removal, transport and disposal of concrete, asphalt concrete or other unsuitable materials; furnish and install conduits including pull ropes, sweeps, caps, bends and other appurtenances; connect conduits to pull boxes, foundations and meter pedestals; backfill, trench plating, and bedding material; and placement of concrete or asphalt concrete per the project plans and contract documents.
8. Joint Trench w/Verizon, Cox & City: The price per linear foot for Joint Trench w/Verizon, Cox & City includes all costs for labor, materials, tools and equipment to layout trenches; excavate; removal, transport and disposal of concrete, asphalt concrete or other unsuitable materials; furnish and install conduits including pull ropes, sweeps, caps, bends and other appurtenances; connect conduits to pull boxes, foundations and meter pedestals; backfill, trench plating, and bedding material; and placement of concrete or asphalt concrete per the project plans and contract documents.
9. Joint Trench w/SCE & City: The price per linear foot for Joint Trench w/SCE & City includes all costs for labor, materials, tools and equipment to layout trenches; excavate; removal, transport and disposal of concrete, asphalt concrete or other unsuitable materials; furnish and install conduits including pull ropes, sweeps, caps, bends and other appurtenances; connect conduits to pull boxes, foundations and meter pedestals; backfill, trench plating, and bedding material; and placement of concrete or asphalt concrete per the project plans and contract documents.
10. Trench – City Only: The price per linear foot for Trench – City Only includes all costs for labor, materials, tools and equipment to layout trenches; excavate; removal, transport and disposal of concrete, asphalt concrete or other unsuitable materials; furnish and install conduits including pull ropes, sweeps, caps, bends and other appurtenances; connect conduits to pull boxes, foundations and meter pedestals; backfill, trench plating, and bedding material; and placement of concrete or asphalt concrete per the project plans and contract documents. (Item paid entirely by the City.)
11. Furnish & Install Pullbox: The price paid per each Furnish & Install Pullbox includes all costs of labor, materials, tools, equipment and incidentals to furnish, ship, transport to project site, layout and excavate, install, and restore surrounding improvements (landscaping or concrete) to pre-existing condition or better as shown on the Project Plans and Specifications, complete and in place. (Item paid entirely by the City.)
12. Furnish & Install Meter Pedestal: The price paid per each Furnish & Install Meter Pedestal includes all costs of labor, materials, tools, equipment and incidentals to furnish, ship, transport to project site, layout and excavate, install and restore surrounding improvements (landscaping or concrete) to pre-existing

condition or better, and coordination with Southern California Edison and City Maintenance personnel for a complete, in place and functioning meter pedestal as shown on the Project Plans and Specifications. (Item paid entirely by the City.)

13. Type A Light Pole w/Fixture: Price per each Type A Light Pole w/Fixture includes all costs of labor, materials, tools, equipment and incidentals to furnish, ship, transport to project site, layout and excavate for, install new light pole, fixture and luminaire, restore surrounding improvements (landscaping or concrete) to pre-existing condition or better, complete, in place and functioning. (Item paid entirely by the City.)
14. Type B Light Pole w/Fixture: Price per each Type B Light Pole w/Fixture includes all costs of labor, materials, tools, equipment and incidentals to furnish, ship, transport to project site, layout and excavate for, install new light pole, fixture and luminaire, restore surrounding improvements (landscaping or concrete) to pre-existing condition or better, complete, in place and functioning. (Item paid entirely by the City.)
15. Type A Light Pole w/Dual Fixtures: Price per each Type A Light Pole w/Dual Fixture includes all costs of labor, materials, tools, equipment and incidentals to furnish, ship, transport to project site, layout and excavate for, install new light pole, fixture and luminaire, restore surrounding improvements (landscaping or concrete) to pre-existing condition or better, complete, in place and functioning. (Item paid entirely by the City.)
16. Furnish & Install Copper Conductor: Price per linear foot for Furnish & Install Copper Conductor includes all costs for labor, materials, equipment, tools, and incidentals to furnish and install copper conductor (various sizes as listed on the Project Plans) in conduit, poles, terminations, connections, testing and labeling pre the project plans and specifications, complete, in place and functioning. (Item paid entirely by the City.)
17. Remove & Salvage Streetlight: Price per each Remove & Salvage Streetlight includes all cost of labor, materials, tools, equipment and incidentals to remove and transport existing streetlight identified for removal on the plans to City Yard (401 East Yananoli), and to restore surrounding improvements (landscaping or concrete) to pre-existing condition or better. (Item paid entirely by the City.)
18. Commercial Driveway Modification: The lump sum price for Commercial Driveway Modification shall include full compensation for furnishing all labor, materials, tools, equipment, transport and incidentals for removal and disposal of concrete, asphalt concrete and unsuitable materials of the existing driveway at 2036 Cliff Drive; construction of a P.C.C. Commercial Driveway and sidewalk including forms, furnishing, placing and finishing concrete, expansion joints, score marks, and stripping of forms; and furnishing and installing asphalt concrete conform; as shown in Appendix D "Commercial Driveway Modification" and per Caltrans Standards, complete and in place. (Item paid entirely by the City.)

6.6 Conversion Work

Payment for items identified under 6.6 Conversion Work shall be paid entirely by the City and is not considered a shared cost with other participating utilities.

19. 6.6 Conversion – Elise Way: Lump sum price for 6.6 Conversion – Elise Way includes all costs for labor, materials, tools and equipment to convert the existing 6.6 high voltage street light system on Elise Way to a traditional 120/240 Volt system as shown on the Project Plans and Specifications, complete, in place and fully operational. Existing streetlights shall be retrofitted with new 240 volt "Cobra Head" provided by the City, installed by the contractor.
20. 6.6 Conversion – Westwood Hills Tract: Lump sum price for 6.6 Conversion – Westwood Hills Tract includes all costs for labor, materials, tools and equipment to convert the existing 6.6 high voltage street light system in the Westwood Hills Tract to a traditional 120/240 Volt system as shown on the Project Plans and Specifications, complete, in place and fully operational. Existing streetlights shall be retrofitted with new 240 volt "Cobra Head" provided by the City, installed by the contractor.

1800 Block Commercial Properties

Payment for 1800 Block Commercial Properties (for Verizon and Cox work only as more fully described below) shall be paid entirely by the City as listed within and is not considered a shared cost with other participating utilities. Contractor shall install conduits, pull boxes and handholes per Verizon and Cox specifications.

21. **1800 Block Commercial Property Trench:** The lump sum price for 1800 Block Commercial Property Trench includes all costs for labor, materials, tools and equipment to layout trenches, handholes, and pullboxes; excavate; removal, transport and disposal of concrete, asphalt concrete or other unsuitable materials; furnish and install Cox and Verizon specified conduits including pull ropes, sweeps, caps, bends and other appurtenances; furnish and install Cox and Verizon specified pullboxes and/or handholes; connect conduits to pullboxes and handholes; backfill, trench plating, and bedding material; placement of asphalt concrete or concrete; provide necessary traffic control to keep the parking lot open, accessible and diversion of customer traffic around work to maintain customer access to businesses from the parking lot at all times; for the work location as shown on the map in Appendix E "1800 Block Commercial Properties Map," and per the Verizon and Cox Project Plans and Specifications.

Service Connection Work

Payment for items identified under Service Connection Work shall be considered to be the City's portion of the costs to install only the Cox and Verizon service connections as listed more fully below. Contractor shall install conduits, pull boxes and handholes per Verizon and Cox specifications.

Service Connection Work, for purposes of this contract (Bid items 22-53), is considered the work required to trench for and install Cox and Verizon specified conduits **from the property line to the meter panel** in a shared trench with Southern California Edison service line trenches, where the trench is shown on Southern California Edison plans, and per the requirements listed on Cox and Verizon plans and specifications.

The lump sum price for each individual property listed on the bid sheet under Service Connection Work (Bid Items 22-53) includes all costs for labor, materials, tools and equipment to layout trenches; excavate; removal, transport and disposal of concrete, asphalt concrete or other unsuitable materials; furnish and install Cox and Verizon specified conduits including pull ropes, sweeps, caps, bends and other appurtenances; backfill, trench plating, and bedding material; placement of asphalt concrete, concrete, bricks, pavers or landscaping to restore to pre-existing conditions or better; per the Project Plans and Specifications.

C1.07 Progress Schedule

Attention is directed to Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications.

Three working days prior to the pre-construction meeting or conference, the Contractor shall submit a detailed construction schedule in writing acceptable to the Engineer for accomplishing the work within the time allowed. The detailed written construction schedule shall include evidence of a capable work force, availability of construction materials and ability to prosecute the work diligently to completion.

As a minimum, the construction schedule shall identify all major tasks (i.e., bid items) necessary to complete the work by location, shall indicate when each such task will be started at each location, and how many working days will be used in completing it, shall indicate the time relationship among the activities, and shall indicate the amount of each contract item that will be completed after each ten (10) percent increment of contract time has elapsed. Whenever performance falls behind the approved construction schedule rates, the Contractor shall within five (5) days, submit to the Engineer for approval, a revised construction schedule indicating how the remaining work will be completed within the remaining time.

If and when the Engineer determines that the Contractor will exceed the contract time allowance, plus approved time extensions, the Engineer shall suspend further payments due the Contractor until such time as the revised construction schedule is approved and the Contractor demonstrates satisfactory progress in accordance with the approved revised schedule.

The Contractor shall also submit to the Engineer in writing each Wednesday a detailed plan and schedule for the proposed construction during the week beginning the following Monday. The City may, at its option, require the Contractor's Superintendent to attend weekly progress meetings wherein the weekly plan and schedule is

transmitted and discussed. The plan shall indicate the location and effective times of all parking restrictions, the day that parking restrictions will be posted during each day of the week, and a list of work locations for each bid item on each day of the week. Changes to this weekly schedule must be submitted 48 hours prior to the proposed change in work schedule and are subject to approval of the Engineer. Delays in schedule solely due to weather non-working days will not require changes to the approved schedule.

A pre-construction meeting will be conducted prior to commencement of construction at a time and place designated by the Engineer. Those attending the meeting shall include, but not be limited to, the following:

- A. Contractor and each subcontractor
- B. City of Santa Barbara (Engineer, Water, Streets, Police, Traffic)
- C. Affected utility company representatives (as required)
- D. The local transit district representatives

Full compensation for providing and updating Progress Schedule shall be considered as included in the contract prices paid for the various items of work and no separate payment shall be made therefor.

C1.08 Work Locations

The approximate work locations are on Cliff Drive between Flora Vista and Salida Del Sol (including surrounding streets), Elise Way and Westwood Hills Tract. Exact work locations are identified on the project plans.

C1.09 Order of Work

The Contractor shall proceed in an orderly fashion to accommodate the maximum convenience to the public.

Full compensation for conforming to such requirements will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

Except where damage would occur to uncured concrete, all conform work and topsoil placement for planting areas shall be placed within five working days after the adjacent concrete is placed.

C1.09.01 Work in School Areas

The Contractor shall, to the extent feasible, proceed with work adjacent to Monroe Elementary School (431 Flora Vista Drive) and Washington Elementary School (290 Lighthouse Road) when school is not in session and shall at all times proceed in a manner that will provide minimal impacts to said schools. The Contractor shall identify all work dates adjacent to said schools in the Progress Schedule (C1.08) for approval by the Engineer prior to commencing work.

C1.09.02 Work Near Fire Station #6

The Contractor shall coordinate all work adjacent to Fire Station #6 (1802 Cliff Drive) with the Station Captain as more fully described below.

Fire Station #6 requires access and coordination for all work in front of and in the public alley on the west side of the fire station.

The Fire Department has agreed to stage their fire truck in the alley immediately west of the station between the weekday hours of 8:30 am and 4:30 pm while the trench and conduit are installed on Cliff Drive directly in front of the fire station driveway. Any open trench in this area will need to be plated or otherwise covered to allow the fire trucks to be parked in the station outside of the designated weekday hours.

Trenching in front of the station driveway can not occur concurrently with trenching in front of the adjacent alley way (west of the fire station). The trench will not be permitted to be opened in front of the station driveway and the adjacent alley at the same time. The Contractor shall identify all work dates adjacent to said Fire Station in the Progress Schedule (C1.07) for approval by the Engineer and Station Captain prior to commencing work.

Prior to trenching in the public alley on the west side of the fire station, notification shall be given to the Station Captain so that personal vehicles normally parked behind the station, accessed via the public alley, can be moved and other parking arrangements can be made.

All planned power outages at Fire Station #6 shall be coordinated ahead of time to avoid disruption of emergency services provided by the station.

C1.10 Changes in Quantity

The City reserves the right to increase, decrease, or entirely eliminate contract items of work in this contract without any penalties. Should any contract item of the work be eliminated in its entirety, in the absence of an executed contract change order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such materials cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of the charges made by the vendor for the returning material. The actual cost of handling returned material will be paid for.

The actual costs or charges to be paid by the City to the Contractor as provided in this section will be computed in the same manner as if the work were to be paid as extra work.

Attention is directed to Section 4, "Control of Materials," of the Standard Specifications and these Special Provisions.

C1.11 Blank

C1.12 Concrete and Asphalt Demolition Recycling

The Contractor shall recycle all demolished Asphalt Concrete and Portland Cement Concrete to ensure that none of the material will be disposed of at a landfill. Prior to starting work, the Contractor shall submit a plan to be approved by the engineer that demonstrates that all Asphalt Concrete and Portland Cement Concrete generated from the project will be recycled. The contractor shall provide to the Engineer weight tickets or other evidence that the material to be recycled has been disposed of at a recycling facility. Full compensation for recycling concrete and asphalt shall be considered as included in the contract prices paid for the various bid items of work and no additional compensation will be allowed therefor.

C1.13 Graffiti Abatement Required

Contractor shall be responsible for removal of all graffiti on the project site, including but not limited to graffiti on contractor equipment and facilities, as quickly as possible. Graffiti not removed in a timely manner may be removed by the City, at the Owner's expense, as provided in SBMC Chapter 9.66.

C1.14 Bituminous Materials

Bituminous materials shall conform to the requirements of Section 203, "Bituminous Materials" of the Standard Specifications.

The emulsified asphalt material provided for tack coat shall be Grade SS-1h and shall conform to the requirements of Section 203-3.

The asphalt concrete material provided for asphalt concrete pavement shall be Class and Grade D1-AR-8000 for asphalt concrete pavement leveling course and C2-AR-8000 for asphalt concrete pavement finish course. The grade of binder to be used for berms and dikes shall be AR-16000. Asphalt concrete material shall conform to the requirements of Section 203-6 of the Standard Specifications.

In accordance with Paragraph 5 of Section 39-3.03, "Proportioning" of the State of California Department of

Transportation Standard Specifications, dated July 1992, the amount of asphalt binder specified to be mixed with the aggregate shall be 7.0 percent by weight of the dry aggregate. Gradations and samples of the proposed aggregate and bitumen shall be submitted to the Engineer not less than three weeks prior to intended use of these mix designs. The Engineer will determine the actual bitumen ratio using California Test 367 and other criterion.

C1.15 Electrical Pull Boxes

All pull boxes shall be set to grade at back of curb. Where pull boxes are set in existing parkway or hardscape improvements, pull boxes shall be set to the existing surface grade. Pull boxes set within the parkway in planted areas (planting strip) shall be adjusted to conform to the finished grade of the planting area. Parkway areas demolished or disturbed by installation of pull boxes shall be restored in like kind.

Full compensation for furnishing, installing, setting to grade of pull boxes, and restoring parkway improvements in like kind, shall be included in the price paid for in Paragraphs 9, 26 and 28 - Furnish and Install Pull Boxes in Section C1.16 - Bid Item Descriptions.

C1.16 Public Notification

Prior to beginning work, the Contractor shall deliver written notices to each business and resident (including each tenant dwelling of each building) adjacent to the work included within this contract. This notice shall give a brief outline of the work, project schedule, and the Contractor and City contact representatives with phone number. Format and content of each notice shall be approved by the Engineer.

Such notice shall at a minimum give the start date of the work, daily schedule for proposed work, typical parking restriction for the work, the times of any restricted driveway access, the Contractor's representative phone number, the City representative phone number, along with any other information requested by the Engineer. All notices shall be approved by the Engineer for content and delivery schedule 48 hours prior to actual delivery. Actual delivery shall be approximately 72 hours prior to the beginning of each of the following operations:

1. Prior to the commencement of the project or new phases of the project (i.e. movement of construction operation to the next block and/or implementing new traffic control set up), and as directed by the Project Manager/Engineer;
2. Prior to any street tree work including, but not limited to, tree removal or tree replacement.

Full compensation for producing and delivering all such notices shall be considered as included in various items of work and no additional compensation will be allowed therefor.

C1.16.01 School and Fire Department Notices

Affected schools (Monroe and Washington Elementary schools) and Fire Station 6 shall be given notifications as identified in section C1.16 "Public Notification." In addition, notifications to schools and Fire Station 6 shall also be given 2 weeks prior to construction that may affect their operations as determined by the Engineer.

C1.17 Traffic Control and Construction Signs

C1.17.01 Truck Traffic Plan and Restrictions

The Contractor shall control the delivery and haul routes of all trucks having three or more axles used in conjunction with this work. This control shall extend to all such trucks owned by the Contractor, subcontractors, second and lower tier subcontractors, material suppliers, commercial hauls, and deliveries of equipment. The Contractor shall submit to the Engineer a plan of all delivery and haul routes to be used on this project. No work shall commence until such plan has been approved by the Engineer.

C1.17.02 Construction Area Signs

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 7-10, "Public Convenience and Safety," of the Standard Specifications,

the standard details for traffic control, Chapter 5, "Manual of Traffic Controls for Construction and Maintenance Work Zones" of the Caltrans Traffic Manual, the traffic control plan as approved by the Engineer, the Caltrans Encroachment Permit, and these Special Provisions.

Attention is directed to Sections 21400 and 21401 of the California Vehicle Code and its requirements for uniform traffic signs.

The base material of construction area signs shall not be plywood, cardboard, or paper.

"Rough Road" [Caltrans W33] or "Bump" [FHWA W84] signs shall be placed immediately prior to any abrupt changes in grade crossing the traffic lanes. "Loose Gravel" and "Slippery" and "25 MPH" advisory signs shall be placed when appropriate or when otherwise directed by the Engineer.

Barricades used for this project conform to the requirements of Caltrans Standard Plan A73C and Section 7-10.3, "Street Closures, Detours, Barricades," of the Standard Specifications and these Special Provisions. All barricades placed during the hours of darkness as defined by §280 of the California Vehicle Code, shall be equipped with functional type A low intensity warning lights conforming to the requirements of Section 5-06.5, "Warning Lights," of the Caltrans Traffic Manual.

The Contractor shall have a sufficient cache of extra signs available at or near the project site to erect additional signs requested by the Engineer during the course of the work.

Channelizing arrows shall be used in conjunction with cones or delineators to guide traffic to the correct side of the cone lines.

Full compensation for furnishing, placing, maintaining, and removing signs and temporary supports or barricades for the signs shall be considered as included in the contract lump sum price paid for "Traffic Control System," and no additional compensation will be allowed therefor.

C1.17.03 Maintaining Traffic

Attention is directed to Sections 7-10, "Public Convenience and Safety," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from responsibility as provided in said Section 7-10.

Traffic control shall conform to the provisions of Section C3.02.04 "Traffic Control System," of these Special Provisions and Chapter 5, "Manual of Traffic Controls for Construction and Maintenance Work Zones" of the Caltrans Traffic Manual.

Streets shall not be closed without the written approval of the Public Works Director.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders of the construction zone, including any section closed to public traffic. Employees' personal vehicles may be parked on adjacent streets within the legal parking areas.

Whenever vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at twenty-five (25) foot intervals to a point not less than twenty-five (25) feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of traveled way, the line of cones or delineators shall be considered to be the edge of the traveled way. However, the Contractor shall not reduce the width of an existing lane to less than ten (10) feet without written approval from the Engineer. The provisions of this paragraph shall not apply to a work area protected by a permanent or temporary railing or barrier.

The Contractor's trucks or other mobile equipment which leave a traffic lane that is open to public traffic to enter the construction area shall slow down gradually in advance of the location of the turnoff to give the following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify the Engineer of the intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall notify the property owners about planned work within 300 feet of their property not less than seventy-two (72) hours in advance and shall make all necessary arrangements to provide, at the Contractor's expense, vehicular access to driveways, parking areas, and private properties.

Driveway access restrictions may not exceed the time period strictly necessary for performing the work, which cannot be done otherwise.

The Contractor shall furnish and post signs where necessary to inform the public about closures or restrictions at parking area entrances.

Streets and roads to be posted with parking restrictions, as determined by the Engineer, shall be posted a minimum of seventy-two (72) hours in advance of construction operations with weather resistant signs. Full compensation for posting parking restrictions shall be considered as included in the prices paid for the various contract items of work requiring parking restrictions and no additional compensation will be allowed therefor. If, due to a change in the Contractor's work schedule a change in sign posting is required all labor, equipment, and materials required for second and subsequent postings shall be furnished at the Contractor's sole expense.

Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays and when construction operations are not actively in progress.

At the end of each working day, if a difference in excess of 0.15 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. In the traveled way, asphaltic material shall be used for this purpose.

Concrete improvements shall be protected from traffic loads during the time necessary for the concrete to reach 2,500 psi compressive strength. Such protection shall be established for the maximum convenience of the public.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated approval. All other modifications will be made by contract change order.

Full compensation for conforming to all provisions of this Section, "Maintaining Traffic", shall be considered as included in the contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed therefor.

C1.17.04 Traffic Control System

A traffic control system shall consist of signing, flagging, using of pilot vehicles and/or closing traffic lanes or streets in accordance with the details shown on the Standard Plans, the provisions of Section 7-10, "Public Convenience and Safety," of the Standard Specifications, Chapter 5, "Manual of Traffic Controls for Construction and Maintenance Work Zones" of the Caltrans Traffic Manual, the Caltrans Encroachment Permit, and the provisions of Section C3.02.03, "Maintaining Traffic" of these Special Provisions. Signs for traffic control system shall conform to the provisions of Section C3.02.02, "Construction Area Signs" of these Special Provisions. The traffic control system shall provide for the convenience and safety of both vehicles and pedestrians.

The provisions in this Section will not relieve the Contractor from responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-10, "Public Convenience and Safety," of the Standard Specifications.

The Contractor shall provide for public safety at the work site(s) and any site(s) used by the Contractor for the storage of equipment of materials.

Each vehicle used to place, maintain and remove components of a traffic control system on multi-lane roadways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is used for placing, maintaining or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the Standard Plans shall not be used on the vehicles which are doing the placing, maintaining, and removing, and shall be in place before a lane closure requiring its use is completed.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified from any cause during the progress of the work the Contractor shall immediately repair said component to its original condition, or replace said component and restore it to its original location. Failure by the Contractor to continuously maintain the approved traffic control devices shall be sufficient cause for the Engineer to stop all work protected by or associated with such approved traffic control devices.

Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period and in accordance with Section C3.02.03, "Maintaining Traffic" of these Special Provisions.

All traffic coordination will require the City Engineer's approval seventy-two (72) hours prior to placing of any traffic restrictions. Open trenches located within the right-of-way shall, as a minimum, be delineated with type I or II barricades which conform to Section 7-10.3, "Street Closures, Detours, Barricades" of the Standard Specifications, Caltrans Standard Plan A73C, and these Special Provisions. Barricades placed during hours of darkness shall be equipped with operational Type A Low Intensity Flashing Warning Lights. "Open Trench" [C27] signs shall be placed in advance of and at 100 foot intervals in all work zones containing an open trench or abrupt drop within 10 feet of the traveled way. When work is not actively in progress, two inch wide yellow plastic tape labeled "Caution" shall be used to delineate all open trenches or abrupt drops within the construction area. Steel plates shall be used to cover open trenches within five feet of any public traffic or deeper than three feet.

Sidewalk closures shall include advance warning signs indicating the closure located at each adjacent intersection. Sidewalks on both sides of a street in the same block shall not be closed or removed simultaneously.

When lane closures are made for work periods only, at the end of each work period all components of the traffic control system, except portable barricades and delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way, shoulder, and auxiliary lanes. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the street right-of-way.

Upon completion of the work requiring traffic control, all components of the traffic control system shall be removed from the site of the work and shall become the property of the Contractor.

The Contractor shall be fully responsible for maintaining all traffic control during the construction period and shall furnish all traffic control equipment, signs, and barricades necessary to complete the project.

All traffic control equipment shall be of standard size unless reduced sized are specifically approved by the Engineer and shall conform with the provision of the "Manual of Traffic Controls for Construction and Maintenance Work Zones" of the Caltrans Traffic Manual.

Flaggers may be required for the adequate control of public traffic; the full cost of such flagging shall be considered as included in the contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed therefor. Each flagger shall be equipped with a "Stop/Slow" paddle [C28A/B], a means of communication with other flaggers (radio, hand signals, or pilot car), and a clean bright orange vest, shirt or jacket. A minimum of two flaggers shall be provided for reversible lane control.

Full compensation for furnishing and operating a pilot car during operations (including driver, radios, and any other equipment and labor required), at the option of the Contractor, and for furnishing and operating the flashing arrow sign trucks (including drivers and any other equipment and labor required), shall be considered as included in the contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed therefor.

The Contractor shall place warning signs 48 hours in advance to notify the public of potential delays, which may exceed five minutes. Such signs are to be placed 48 hours in advance of the construction operations which will cause such delay and shall list both the date and time of delay.

Traffic Control System required by work which is classed as extra work, as provided in Section 3-3, "Extra Work" of the Standard Specifications, will be paid for as a part of the said extra work.

Full compensation for conforming to all provisions of this Section, "Traffic Control System" shall be considered as included in the contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed therefor.

The contract lump sum price paid for "Traffic Control System" shall include full compensation for furnishing all labor including flagging costs, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the Traffic Control System as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

C1.17.05 Traffic Control Plan

The Contractor shall comply with the approved Traffic Control Plan and Caltrans Encroachment Permit for work within the Caltrans Right-of-Way.

The Contractor shall, ten (10) days prior to start of construction, submit to the engineer for approval a detailed plan for traffic control during the various construction operations that take place outside the Caltrans Right-of-Way and within the City Right-of-Way. The contractor's attention is directed to the requirements and provisions of Chapter 5, "Manual of Traffic Controls for Construction and maintenance Work Zones" of the Caltrans Traffic Manual. The detailed plans shall, as a minimum, include evidence of sufficient equipment, signs, flagging, pilot vehicles and other Traffic Control system components as may be required to maintain traffic circulation through, and in the vicinity of, construction operations. The plan shall show in detail how traffic will be routed through and around the construction site, including traffic from cross streets, alleys, and private driveways. The plan shall also show the location of placement for signs that will provide advance warning to through traffic of street closures. No construction operations shall commence without prior written approval of the Traffic control plan by the Engineer.

The Engineer may require field alterations of the traffic control plan as necessary to provide for the convenience of public traffic. The Contractor shall place, relocate or remove components of the traffic control system when directed by the Engineer, at no additional cost. Failure to comply with the approved traffic control plan and any direction of the Engineer will be grounds for immediate suspension of the construction operation until such changes are made by the Contractor.

As an integral part of the traffic control plan, the Contractor shall designate one person as lead for traffic control, and that person shall be on the job site and available to the Engineer at all times during construction. The traffic lead shall be responsible for the proper placement and operation of all traffic control components and have available sufficient additional traffic control equipment in order to quickly execute any field changes as directed by the Engineer for the convenience of public traffic. The traffic lead shall know and understand Chapter 5, "Manual of Traffic Controls for Construction and Maintenance Work Zones" of the Caltrans Traffic Manual; especially understanding the proper placement and maintenance of a traffic control system. The Traffic Control Lead shall have adequate resources to promptly place or remove any traffic control components as directed by the Engineer.

Full compensation for providing, updating, and implementing the traffic control plan shall be considered as included in the lump sum payment for "Traffic Control System" and no additional compensation will be allowed therefor.

C1.17.06 Parking Restrictions

Parking restriction (no parking) signs posted by the Contractor shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letter shall be printed in red water resistant ink except that day, date, and time of restriction may be printed in black, water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 1.5 inches

and a stroke width of not less than 0.2 inches. The day, date, and time of the particular restriction shall be printed or attached below the above-mentioned wording in characters of not less than 1 inch in height and 0.15 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign. Each sign shall also list the name of the Contractor and the Contractor's local phone number in characters of not less than 0.75 inch height; the Contractor shall staff such phone lines to answer all phone inquiries by the public between the hours of 7 a.m. and 6 p.m. during the course of construction. Alternate no parking signs will be considered by the Engineer and shall include all of the above information and shall conform to one of the following combinations of standard sign plates: R26D + R30TA + R26E or R30TA + R30.

Signs shall be mounted such that the words 'No Parking' are at an elevation at least three feet and not more than seven feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway for parallel parking and 40 feet or less for angle parking.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions, which are effective for the actual day of work as shown on the weekly schedule of work. The Contractor shall immediately place new signs when work is delayed or schedule changes. Upon completion of the work, all signs, stakes, and barricades shall be promptly and completely removed and disposed by the Contractor. The Contractor shall promptly reset or replace all missing, damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Police Department. The Contractor shall notify the Police Communications Center at (805) 897-2410 upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Police Communications Center at (805) 897-2410 not less than two hours prior to the needed removal with the address nearest the parked vehicle, make, model, color, and license number. The City shall not be responsible for any delay or additional cost associated with the removal of parked cars, which obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and the citation is dismissed for caused related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation and actual towing.

Full compensation for conforming to the provisions listed in this Section, "Parking Restrictions" shall be considered as included in the contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed therefor.

C1.17.07 Trench Plates

All trench plates placed by the Contractor in the traveled way (both vehicular and pedestrian) shall have a slip resistant surface. Prior to leaving each night, plates shall be secured and tested to ensure that they do not move or rattle.

Full compensation for providing a slip resistant surface on traffic plates shall be considered as included in the unit prices paid for the various items of work, which require trench plating and no additional compensation will be allowed therefor.

C1.18 Archaeological and Paleontological Discoveries

Prior to the start of any vegetation or paving removal, demolition, trenching or grading, contractors and construction personnel shall be alerted to the possibility of uncovering unanticipated subsurface archaeological features or artifacts associated with past human occupation of the parcel. If such archaeological resources are encountered or suspected, work shall be halted immediately, the City Environmental Analyst shall be notified and an archaeologist from the most current City Qualified Archaeologists List shall be retained by the City. The latter shall be employed to assess the nature, extent and significance of any discoveries and to develop appropriate management recommendations for archaeological resource treatment which may include, but are not limited to, redirection of grading and/or excavation activities, consultation and/or monitoring with a Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List, etc.

If a discovery consists of possible human remains, the Santa Barbara County Coroner shall be contacted immediately. If the Coroner determines that the remains are Native American, the Coroner shall contact the California Native American Heritage Commission. A Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List shall be retained by the City to monitor all further subsurface disturbance in the area of the find. Work in the area may only proceed after the Environmental Analyst grants authorization.

If a discovery consists of possible prehistoric or Native American artifacts or materials, a Barbareño Chumash representative from the most current City Qualified Barbareño Chumash Site Monitors List shall be retained by the City to monitor all further subsurface disturbance in the area of the find. Work in the area may only proceed after the Environmental Analyst grants authorization.

If such archaeological resources are encountered or suspected when working within the Caltrans Right-of-Way, the Contractor shall follow the procedures identified within the Caltrans Encroachment permit, in addition to those procedures listed above.

C1.19 Landscape Maintenance (9 Months)

Contractor shall furnish all labor, material, equipment and services required to maintain the all newly planted landscape in the public right-of-way per the Landscaping plan in an attractive condition for a period of nine (9) months as specified within. The installation of a permanent irrigation system is not a part of the project work. It shall be the responsibility of the Contractor to provide irrigation water to all new plantings shown on the project plans during the landscape maintenance period.

Landscape maintenance period shall not start until all elements of construction and planting for the entire project are substantially complete. Prior to being placed on maintenance, the Contractor shall submit a schedule of all activities planned during the maintenance period. This shall be accepted by the Project Engineer prior to the start of maintenance. All schedule changes shall be documented and accepted by the Project Engineer.

The Contractor shall request an inspection to begin the plant maintenance period after all planting and related work has been completed in accordance with the contract documents. A prime requirement is that all groundcover areas be planted. If such criteria is met to the satisfaction of the Project Engineer, a notification will be issued to the Contractor to establish the effective beginning date of the period.

Any day when the contractor fails to adequately maintain plantings, replace unsuitable plants or do weed control or other work as determined necessary by the Project Engineer, will not be credited as one of the plant maintenance working days. The Contractor's maintenance period will be extended if the provisions required within the project plans and specifications are not filled.

Normal progress inspections shall be requested by the Contractor from the Project Engineer at least 7 days in advance of anticipated inspection. Inspections are as follows:

1. Commencement of maintenance
2. At 30 day intervals through the maintenance period
3. Completion of maintenance period, final walk-through, which is 10 days prior to the end of the maintenance period.

Maintenance shall include the following standards:

1. All areas shall be kept free of debris and all planted areas shall be weeded and cultivated at intervals of not more than 10 days. Watering, edging, trimming, fertilization, pest control, as required.
2. The Contractor shall be responsible for maintaining adequate protection of the area. Damaged areas shall be repaired at the Contractor's expense.
3. The regular watering of all project plant material during the maintenance period shall be adequate enough to maintain such plantings in a vigorous and healthy growing condition. Watering of trees and shrubs shall include a large enough water basin around plants so that enough water can be applied to establish moisture through the major root zone.
4. Any materials found to be dead, missing or in poor condition during the maintenance period shall be replaced immediately. The Project Engineer shall be the sole judge as to the condition of material.
5. All plant material installed under the Contract shall be guaranteed against any and all poor, inadequate or inferior materials and workmanship for a period of 1 year from the date of substantial completion. Any

plant found to be dead or in poor condition due to faulty materials or workmanship as determined by the Project Engineer shall be replaced by the Contractor at his expense. Material to be replaced within the guarantee period shall be replaced by the Contractor within 15 days of written notification by the Project Engineer.

6. Pruning of trees and shrubs during the maintenance period shall be performed only under the direction of the City's Urban Forrest Superintendent.
7. Keep basins and areas between plants free of weeds. Use recommended legally and City-approved herbicides. Avoid frequent soil cultivation that destroys shallow roots.
8. Maintain a reasonable control of insects and disease with City approved materials.
9. Apply Gro Power Plus fertilizer once each month during the maintenance period at the rate of 20 lbs per 1,000 square feet of planting area. Avoid applying fertilizer to the root ball and base of main stem; rather spread evenly under plant to drip line. Water thoroughly after application.
10. Groundcover care shall consist of weed control with chemical systemic spray or by mechanical means, so as to cause minimal damage to plated materials. Water and fertilize per above specifications. Edge groundcover to keep in bounds and trim top growth as necessary to achieve an overall even appearance.

SECTION C2 – GENERAL ELECTRICAL

C2.01 Related Documents

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

C2.02 Summary

Work in general includes, but is not limited to, the following:

- A. Underground Service – 120/240 volt, single phase, three wire.
- B. Grounding of equipment, service, etc.
- C. Complete lighting and power system as shown on Drawings and specified herein, including conduit, wiring, panel-boards, circuit breakers, relays, switches, receptacles, and other items necessary for complete and operable systems.
- D. Electrical connection of equipment furnished by others as shown on the Drawings.
- E. Control wiring and installation and connections of control devices as specified herein.
- F. Trenching and backfill or boring as required for electrical Work.
- G. Concrete Work as specified herein.

C2.03 Site Visits, Coordination of Contract Documents, Verification of Dimensions

- A. Examine existing conditions as applicable. Become acquainted with Specifications and Drawings for all portions of the Project. Notify Owner of apparent discrepancies and of inconsistency between the Specifications and the existing conditions. Secure and follow Owner's instructions. The Drawings serve as Working drawings only, indicating diagrammatically the general layout of the systems and their various components and equipment.
- B. Scaled and figured dimensions are approximate and are given for estimate purposes only. Carefully check and verify dimensions and sizes in order to determine if equipment and materials will fit together and if the dimensions of the assembly are compatible with the space provided. Where equipment is furnished by others, verify that dimensions and requirements for assembly are compatible with the space provided before proceeding with the roughing-in connections. Field verifications of locations shown on Drawings are necessary since actual locations, distances, mounting heights, etc., may be affected by field conditions. The right is reserved to make reasonable changes in locations of equipment or other features shown on Drawings prior to rough-in without additional cost to the Owner.
- C. Where apparatus and equipment have been indicated on the Drawings, dimensions have been taken from typical equipment of the class indicated. Carefully check the Drawings to see that the contemplated equipment will fit into the spaces provided, regardless of whether or not it may have been approved for quality and utility as an equal.
- D. Coordinate requirements of equipment furnished by others, prior to ordering and installation.
- E. No allowance will be made for extra expense due to failure or neglect to follow foregoing directives.

C2.04 Rules and Regulations

- A. Materials and installation shall be in accordance with current rules and requirements of California Code of Regulations and local codes and ordinances including, but not necessarily limited to, the following:

1. The 2004 California Electrical Code.
2. Title 8, Chapter 4, California Code of Regulations (Low Voltage Electrical Safety Orders).
3. Local Building Codes.
4. California State Fire Marshal.
5. Uniform Building Code.
6. NEMA (National Electrical Manufacturers Assoc.).
7. IEEE (Institute of Electrical and Electronic Engineers).
8. ANSI (American National Standards Institute).
9. UL (Underwriters Laboratories).
10. OSHA (Occupational Safety & Health Act) Federal.
11. Title 24, CCR.
12. NFPA (National Fire Protection Association).
13. NESC (National Electrical Safety Code).

- B. Where these Specifications call for a higher standard than the above mentioned rules, the Specifications shall govern.
- C. Should there be any direct conflict between the above mentioned rules and these Specifications, the rules shall govern.
- D. Nothing in the Drawings or Specifications is to be construed to permit Work not conforming to the rules, codes, and regulations.
- E. All materials utilized shall be new and the best of their respective grades or kinds.

C2.05 Rules of Local Utility Companies

Comply with rules and regulations of the serving utility companies, and before submitting bid, check and include applicable service costs for the Project.

C2.06 Permits and Fees

Work within Caltrans right-of-way shall conform to these Special Provisions and the requirements of the State of California Department of Transportation (Caltrans), as indicated in the Encroachment Permit issued to the City, and the supplemental permit for construction to be obtained by the Contractor solely at its expense.

The City will obtain, at no cost to the Contractor, all building permits necessary to perform contract work in right-of-way, EXCEPT for the Caltrans double permit and inspection fees referred to above. The contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to those permits required for night work, highway closure, overload, protection of public and vehicles in the City and Caltrans right-of-way, and demolition. The contractor shall pay all business taxes or license fees that are required for the work.

C2.07 Record Drawings

- A. Include under this Work complete and accurate record information both during construction and before final acceptance by the Owner, and costs associated therewith shall be included under this Work.

- B. Obtain from the Owner, at cost, a complete set of applicable blue-line prints. On these prints, systematically and accurately keep an up-to-date and legible dimensional record of Work installed differently from the location or manner indicated by the Drawings, as well as exact locations of stub-outs and hidden or underground features. Have these Drawings readily available for reference and review. When job status permits, submit them to the Owner and amend or correct and re-submit if requested.
- C. When the above information is complete and acceptable, deliver Record Drawings to the Owner.

C2.08 Submittals - Substitutions

- A. Bids shall be based on Drawings and Specifications and references exactly as shown except as substitutions are permitted under terms of the Instructions to Bidders. Acceptance by the Owner or Engineer of a variation or alternate shall not of itself waive other requirements of the Drawings and Specifications.
- B. Before a substitute is used, it shall be approved as specified in Division-1 "Product Substitutions" Section, and it shall be equal in quality and utility to the material or make of equipment specified, and furthermore, shall be suitable for the particular application. The decision of the Owner as to the quality and utility of the substitute offered shall be final.
- C. Submit in one package complete systematized lists of equipment and drawings, catalog cuts, brochures, capacity tables and curves, descriptive information, performance data and guarantees and warranties referenced either to applicable Specification paragraphs or to item numbers as shown on the Drawings, or both. Submit six (6) copies.
- D. Where accepted materials or equipment other than is specified or shown on the Drawings require redesign of structural, architectural, electrical or mechanical features or layouts, such changes shall be made by, or at the expense of the Contractor - all subject to complete review by the Owner.
- E. Because of the contingencies involved, review and general acceptance of proposed substitutes shall not relieve the Contractor's responsibility under this Work for ensuring in all respects the suitability of such materials and equipment for the particular Project requirements.

C2.09 Shop Drawings

- A. Prepare Shop Drawings of items as required by the Owner or by Drawings and Specifications; submit six (6) copies of each to the Owner as part of the submittal package, sufficiently in advance of construction, if necessary.
- B. The Shop Drawings shall be submitted sufficiently in advance of construction to allow time for review and for resubmission, if necessary.

C2.10 Completion Data

- A. Submit completion data to the Owner in acceptable quantity and form before requesting a final inspection. Such submittal shall be corrected, amended, or completed before final acceptance of the Work.
- B. Include Record Drawings, maintenance manuals, and data; test results; control and wiring diagrams.

C2.11 Similarity of Materials

Unless specified otherwise, fixtures, fittings, hangers, and respective type features and equipment, of a similar type or having similar operative or functional features, shall be of the same manufacturer throughout the Project.

C2.12 Manufacturers' Directions

Follow manufacturers' directions and recommendations in all cases where the manufacturers', or articles used for this Work, furnish directions covering points shown or specified.

C2.13 Marking

In general (and except where modified by details or elsewhere herein) before requesting final inspections, identify switches, controls, pull boxes, and other equipment by means of neat, approved labels, decals, brass tags, engraved bakelite or metal strips, neatly painted signs, or by other approved means. Embossed plastic tape is not acceptable.

C2.14 Closing in of Unreviewed Work

Do not allow or cause any of this Work to be covered up or enclosed until it has been reviewed by the Owner or Engineer. Should any of this Work be enclosed or covered up before such review, uncover the Work and make repairs with such materials as may be necessary to restore the Work and that of the other trades to its original and proper condition at no additional cost to the Owner.

C2.15 Safety Precautions

- A. It is intended that within the scope of this Work during construction and until final acceptance, strict attention be given to matters pertaining to public safety and to safety of the construction Workers and complementing personnel; and to other health and building safety requirements as specified and indicated including, but not limited to: Protection of openings in fire-rated construction; clearances from and/or protection of combustibles; proper securement for fixtures, equipment materials; method of performing the Work, operational and safety check of electrical devices, etc.; erection and maintenance of suitable barriers, protective devices, lights and warning signs and adequate provisions for storage and protection of Work, materials and equipment.
- B. It is understood that the responsibility for the proper attention to the above stipulations is included under this Work.

C2.16 Excavation and Backfill

- A. Do excavation, trenching, and backfilling required for this Work. Do shoring, pumping, or draining that is necessary to keep the excavations and trenches safe and free from water. Where possible and practical, avoid planted or paved areas, walkways, floors, and other finished surfaces. See CONDUITS Sections for depth of conduits.
- B. Where required, do cutting and drilling of walls, pavements, walkways, etc., by means of cutting and drilling (coring) machines unless specifically approved otherwise.
- C. Excavation, trenching, and backfill methods and procedures shall be in strict accordance with industry standards and local requirements.

C2.17 Protection of Existing Lines

- A. Exercise special care to avoid damaging and to maintain in operation, all existing utility runs during the construction period. Also avoid damaging existing piping, conduits, or equipment that is to remain, whether or not specifically indicated on the Drawings. Existing utilities, piping, conduits, and equipment may or may not be shown on the Drawings. The Drawings only reflect information intended to suggest the probable extent and possible location of indicated runs and equipment. There may be other runs. There may be other locations. Neither the Owner nor the Owner's Representative represents that either has any precise knowledge as to either the full extent or exact location of equipment and runs that may fall within the building or Project Site.
- B. Execute excavation and demolition on the Site and in the building with extreme care (by hand or small tools wherever appropriate) and at the sole risk of the Contractor and the Workers involved.
- C. Locate all known existing installations before proceeding with construction operations which may cause damage to such installations. The existing installations shall be kept in service where possible and damage to them shall be repaired at no increases in Contract Sum.

- D. If other structures or utilities are encountered, request Owner's Representative to provide direction on how to proceed with the Work.

C2.18 Mounting

Provide materials and accessories necessary to properly mount and secure equipment furnished and/or installed under the electrical Work. This includes but is not limited to such items as conduit, outlets, junction boxes, switches, relays, disconnect switches, lighting fixtures, brackets, slip fitters, terminal cabinets, and transformers.

C2.19 Tests

Perform electrical tests as required or directed. Provide materials, labor, and equipment necessary for performances of these tests, and at completion of the Work perform a complete "in-service" operation of the entire electrical and power system to show compliance with the Drawings and Specifications. Replace Work showing faults under tests without additional cost to the Owner. Test system voltage at switchboards at completion of Work and report this information to the Engineer.

C2.20 Cleaning

During construction and upon completion of the Work, remove from the site all debris and excess materials, tools, scaffolding, etc., resulting from this Work. Clean equipment, including lighting fixtures, free of dust, dirt, grease, paint, etc.

C2.21 Salvage

Deliver salvage equipment and material deemed salvageable by Owner to location designated by Owner; remove other from site.

C2.22 Guarantee

Leave the entire installation in complete Working order, free from defects in materials, Workmanship or finish. Guarantee to repair or replace parts that may develop defects due to faulty materials, equipment, or Workmanship within a period of one year after the Work is accepted by the Owner. Also guarantee to repair or replace with like materials, other existing Work in the building damaged from or during the repair of any such defective equipment, materials, or Workmanship.

SECTION C3 – ELECTRICAL PRODUCTS AND EXECUTION

C3.01 Electrical Service

Electrical service shall be underground 120/208 volt, three phase, four wire.

C3.02 Grounding

- A. Grounding shall be executed in accordance with applicable codes and regulations of the State of California, National Electrical Code and local authorities having jurisdiction as well as any additional provisions specified or shown on Drawings.
- B. Grounding bushings shall be used wherever conduits are grounded. Feeder conduits to panels and air conditioners shall have grounding bushings.
- C. Grounding conductors should be located to permit, as far as practicable, the shortest and most direct path to the ground clamp. Connections shall be readily accessible for inspection and connections shall not be buried underground or permanently concealed in floors or walls.
- D. Non-current carrying metallic parts of electrical equipment and raceways shall be securely grounded to the common system ground. In all locations, ground conductors shall be run through conduits and shall be securely bonded to the conduit at the entrance and exit. The conduit for the grounding conductors shall be continuous from the point of attachment to cabinets or equipment to the grounding electrode, and shall be securely fastened to the ground clamp fittings.
- E. Ground connections to equipment shall be made with an approved type of solderless connector, and shall be bolted or clamped to equipment or conduit. Sheet metal strap types of ground clamps shall not be used. Contact surfaces shall be thoroughly cleaned and bright before connection is made so as to ensure a good metal to metal contact.
- F. Where nonmetallic conduit is used, ground shall be achieved through use of a separate green insulated copper code size ground conductor included in the conduit.

C3.03 Conduit

- A. Rigid Steel Conduit:
 1. Rigid steel conduit shall have zinc coated exterior, zinc or enamel interior, standard weight, zinc coated couplings, locknuts and bushings and shall bear the U.L. label. Rigid conduit shall not be installed underground.
 2. Use rigid conduit only for exposed exterior conduit runs, wherever subject to physical damage, or where specifically called for on the Drawings or required by a serving utility.
 3. Intermediate metallic conduit (I.M.C.) may be used in lieu of rigid steel conduit. Match installation requirements for rigid conduit.
- B. Electrical Metallic Tubing:
 1. Electrical metallic tubing (E.M.T.) shall bear the U.L. label and shall be zinc coated thinwall conduit with steel zinc coated couplings and connections. "Indent" type fittings shall not be used.
 2. E.M.T. may be used where rigid, flexible or non-metallic conduit is not required.
 3. E.M.T. shall be used for interior dry locations.
- C. Flexible Metallic Conduit:

1. Flexible metallic conduit shall be galvanized steel and bear the U.L. label. Fittings for flexible conduit shall be squeeze type. Screw-in connectors and other connectors that decrease the interior diameter of the conduit shall not be used.
2. Liquid-tight flexible conduit shall be PVC coated galvanized steel and shall bear U.L. label and be plastic jacketed moisture and oil resistant with oil and vapor tight connectors.
3. Use flexible conduit for final connection to equipment where vibration may injure direct conduit connection. It may be used for indoor dry locations, for fixture whips not to exceed 36 inches, and in other locations where structural conditions will not permit the use of EMT not to exceed six feet, only if approved by the Owner or Engineer.
4. Use liquid-tight flexible conduit in lieu of flexible conduit for wet, damp, or outdoor areas or where weatherproof flexible conduit is called for on the Drawings or by code.

D. Plastic Conduit:

1. Plastic conduit shall be rigid polyvinyl chloride (PVC) Underwriter's approval, Schedule 40. Connections and fittings shall be "outside" type assembled in accordance with the recommended methods of the manufacturer.
2. Underground PVC conduit shall be buried a minimum of 24 inches below grade and have two inches (2") of concrete above and extending two inches (2") on either side. Where conduits extend into the building slab or under the building slab, concrete encasement will not be required. Where more than two conduits are installed adjacently underground, use factory made conduit spacers.
3. PVC conduit shall be used for underground conduit runs in lieu of wrapped rigid conduit except as noted otherwise on the Drawings or required by the serving utility.
4. Provide a code size ground conductor in each conduit.
5. Only braided polyethylene or similar pull rope shall be used.

E. Installation of Conduit:

1. Keep interior of conduit clean and clear. Clean underground conduits by pulling a mandrel through conduit run followed with a swab before pulling wire.
2. Provide secure mounting facilities for conduits. Wire or plumbers tape shall not be used for hanging conduit. Strap shall be factory made of the one hole malleable iron or two hole galvanized clamp type.
3. Reroute conduit from locations shown on the Drawings where it is necessary to clear obstructions.
4. Provide junction or pull boxes where required for pulling conductors due to excessive number of bends or length of conduit runs.
5. Bury underground conduit, except those under buildings, a minimum of 24 inches below finished grade. Conduits under roadways shall be a minimum of 36 inches below finished grade. Conduit runs 3/4 inch and smaller in slabs shall be located above vapor barriers. Bury conduit runs larger than 3/4 inch to a minimum depth of 12 inches below floor slabs.
6. Standard factory ells shall not be used in underground service conduits or other long underground runs. Field bends shall not be flattened or kinked and shall not materially reduce the internal diameter of the conduit. Bends in long underground runs shall be made in long sweeping bends. Do not bend at couplings.
7. Cut ends of conduit square and ream to remove burrs or sharp edges. Terminate conduits properly with bushings, locknuts, etc. Terminate one (1) inch and larger conduits with insulated bushings.
8. All conduit runs shall have a code size insulated grounding conductor.

9. Properly separate two or more conduits installed underground in a common concrete envelope with approved factory made conduit spacers.
10. Locate conduit stub-outs dimensionally from building or curb lines on Record Drawings.
11. Pull wires shall be installed in empty conduits including telephone conduits and stub-outs, No. 12 AWG, type "THWN" insulated copper wire or 1/8 inch polyethylene rope shall be used.

C3.04 Outlet, Junction and Pull Boxes

- A. Locknuts shall be used on both sides of conduit connections to box or panel, in addition to bushing. Where a larger size opening occurs than size of conduit, use reducing washers.
- B. Exposed boxes shall be weatherproof, threaded or hub conduit with gasketed conduit cover suitable for device installed or with blank cover plate when conduit is used as a junction box.
- C. Recessed weatherproof outlets or junction boxes shall be equipped with neoprene gasketed covers.
- D. Large size junction or pull boxes shall be fabricated from code gauge sheet steel. Where located indoors, finish shall be gray enamel and covers shall be secured with screws. Where exposed to weather, they shall be weatherproof, NEMA 3R, and rain-tight and hot-dip galvanized after fabrication; also, they shall have weatherproof gaskets, flat covers and galvanized iron screws. Provide knockouts and/or threaded hubs as required for the conduit used. Boxes in finished areas shall be prime painted.

C3.05 Plates and Device Covers

- A. Receptacles indicated weatherproof shall have lift cover plates that are weatherproof "while in use" Taymac Corp. or equal.
- B. In addition to specific identification markings called for on the Drawings, the following items shall have engraved identification (also see Article entitled MARKING):
 1. Switches serving equipment not visible from the switch locations.
 2. Line voltage equipment control devices and disconnect switches whether supplied by this Contractor or by others.
 3. Electrical outlets other than 120 volts. (Identify by voltage and number of phases.)

C3.06 Wire and Cable

- A. 600 Volt Conductors:
 1. Conductors shall be copper and delivered to the site in their original, unbroken packages plainly marked or tagged with U.L. label, size, kind, insulation, name of manufacturer and trade name of the wire.
 2. Type "THWN", 600 volt insulation for damp or wet locations or on boilers and furnaces and their controls.
 3. Type "THHN" 600 volt insulation shall be used in other locations unless noted.
 4. Minimum size conductor shall be #12, except #14 may be used for control circuits or where indicated on Drawings.
 5. Conductors smaller than #10 shall be solid, #8 and larger shall be stranded. #10 may be either solid or stranded. Wire sizes are American Wire Gauge.

6. Ground conductors shall be bare copper or have green insulation.

B. Installation:

1. Conductors shall be continuous between outlets or junction boxes and no splices shall be made except in outlet boxes, pull boxes, panelboard gutters or handholes.
2. Joints, splices and taps No. 10 or smaller (including fixture pigtails) shall be connected with Buchanan or Scotchlock "floating spring" type connectors or equal. No. 8 and larger shall be connected with solderless connectors of 100% electrolytic copper. Split-bolt connectors are not acceptable.
3. Tighten pressure type lugs on panels and equipment, and then retighten 24 hours or more later after energizing.
4. Oil or grease shall not be used when pulling conductors. Use U.L. approved cable lubrication only.
5. Lace or train conductors neatly in panels, cabinets and equipment.
6. Branch circuits shall be color coded in compliance with Section 210-5 of the National Electrical Code. Colored tape is not acceptable.
7. Wiring, both line and low voltage, shall be installed in conduit unless otherwise noted.
8. Pull wires shall be installed in empty conduits.

C. Tag:

1. Branch circuits shall be left tagged with circuit numbers in gutters and junction boxes where unused circuits terminate.
2. Feeder conductors shall be tagged as phase "A" or "B" or "C".
3. The method of tagging shall be with adhesive tape of marker equal to "Brady" or EQ Code numbered or lettered wrap around tags. Colored tape is not acceptable.
4. Markers shall be applied after wire is installed in conduit.
5. Feeders in panel or equipment shall be tagged by phase letter in each panel or equipment.
6. Where it is impractical to use printed markers on certain wires or cables, use blank tape with identification marked thereon with indelible pencil.

D. Color Coding for Phase Identification: Color code secondary service, feeder, and branch circuit conductors with factory applied color as follows:

<u>208y/120Volts</u>	<u>Phase</u>	<u>480y/277Volts</u>
Black	A	Yellow
Red	B	Brown
Blue	C	Orange
White	Neutral	White
Green	Ground	Green

C3.07 Lighting Fixtures

Light fixtures will be provided by Owner; Contractor shall install for conversion of the 6.6 streetlight systems (Elise Way and Flora Vista Tracts) only. Contractor shall provide and install lighting fixtures for the new streetlight system on Cliff Drive.

C3.08 Panelboards

- A. Panelboards shall be pedestal mounted as shown on Drawings, with sub-breakers, branch circuit numbering, main breakers and copper or aluminum bussing and lugs, as indicated on the panel schedules. Provide hinged, lockable door and index card holder. Breakers shall be fixed position bolt-on, or "plug-in" as indicated on Drawings.
- B. Circuit breakers shall be automatic with an interrupter trip element for each pole, all enclosed in molded plastic. The operating handle of the circuit breaker shall open and close all poles of a multi-pole breaker simultaneously. Individual single pole breakers with tie bars are not acceptable. The units shall meet NEMA and U.L. Specifications. Each breaker shall have a thermal magnetic element for time-delayed over-load protection and magnetic element or short circuit AIC ratings as indicated on each panel schedule.
- C. Panelboards shall be installed complete with index card holder furnished with a neatly typewritten schedule of the circuits.
- D. Provide ground busses in panels.
- E. Provide a black on white laminated plastic nameplate at the top front face of the panel with the panel designation engraved.

C3.09 Painting

C3.09.01 General

Metal panels, pedestals and exposed conduits shall be painted with two (2) coats of Santa Barbara City approved paint over one coat of metal primer. Paint color shall be equal to Ameritone "Malaga". All painting shall be performed by a California State licensed painting contractor.

C3.09.02 Paint Specifications

- A. Description: A two component high solids aliphatic acrylic polyurethane coating.
- B. Finish: High Gloss finish.
- C. Basic Data at 68 deg. F (20 deg. C): Data may vary slightly with color.
 - 1. Weight per gallon: Approximately 10.5 lb./gal. (1.25kg/l).
 - 2. Volume solids: 60% + 2%.
 - 3. Theoretical spreading rate @ 1 mil: 962 sq.ft./gal. (23.6 m²/ltr).
 - 4. Recommended dry film thickness: 2.0 – 3.0 mils (51 – 76 microns).
 - 5. Dry time (dust dry): 1 hour.
 - 6. Dry time (to handle): 6 hours.
 - 7. Min. interval before overcoating: 12 hours.
 - 8. Max. interval before overcoating: No limitation (Surfaces free of contamination) 250 deg. F (121 deg. C).
 - 9. Temperature resistance (dry): 250 deg. F (121 deg. C).
 - 10. Shelf life: Subject to reinspection after 12 months.
 - 11. Flashpoint (T.C.C.): Base: 76 deg. F (24 deg. C), Hardener: 117 deg. F (47 deg. C).
 - 12. VOC: 3.10-3.25 lbs./gal. (depending on color).

13. Ordering Information: Order "Sigma HAS Urethane Finish 5523 – color". Available in 5 gal. kits consisting of 4.13 gal. of base in a 5 gal. pail and 0.87 gal. of hardener in a one gal. can. Available in 1 gal. kits consisting of 0.83 gal. of base in a one gal. can and 0.17 gal. of hardener in a quart can. In case of roller application order 5523C available in half pint cans for additional to one gallon kit.

D. Instructions for Use:

1. Contact your Sigma Coatings representative for recommendations concerning specific requirements.
2. Power agitate base components to uniform consistency before combining, then again after combining. DO NOT vary proportions.
3. Mixing Instructions: Ratio: base to hardener 84:16 by weight, base to hardener 5:1 by volume

The temperature of the mixture of base and hardener during mixing and application should be above 59 deg. F (15 deg. C), otherwise more solvents must be used to obtain application viscosity. This results in lower sag resistance and slower cure. Thinner should be added after mixing components.

4. Induction time: None.
5. Potlife: 4 hours at 68 deg. F (20 deg. C).

F. Paint Application:

Brush and Roll Application:

5523 is formulated to give excellent results when roll or brush applied. Thin only as recommended taking special care to use the recommended thinner. Use only high quality brushes and use rollers having ¼ inch maximum polyester nap. Phenolic core rollers having an epoxy-glued polyester nap such as Rol-Brush Mfg.'s Lamb Skyn 100% synthetic or equivalent will give the best results. For maximum flow and minimum air bubbling during roller application use 5523C rolling additive. Do not reduce with 5523C for brush or spray applications.

C3.09.03 Thinning Requirements

- A. Recommended Thinner: #91-88. Flash Point: 106 deg. (41 deg. C).
Brush: 0-6% by volume.
Roller: 5523C additive (1/2 pt. per gal).
Clean-up Thinner: #91-88.
Note: Varying application conditions may make it necessary to use other thinners such as #50-02 or #60-05.
- B. Substrate Temperature: The substrate temperature must be above 41 deg. F (5 deg. C), the relative humidity should not be more than 70% during application and curing. The temperature must reach a minimum of 55 deg. F (13 deg. C) within 6 hours of application to allow the coating to cure.

C3.09.04 Safety Precautions

- A. **WARNING!** Contains isocyanate. Overexposure may cause lung damage. May cause allergic respiratory and skin reaction. Effects may be permanent.
- B. **CAUTION:** Contains flammable solvents. Keep away from sparks and open flames. Use only grounded explosion proof equipment in accordance with the National Electrical Code. Workmen must use nonferrous tools, wear conductive and nonsparking shoes in areas where explosion hazards exist. In confined areas workmen must wear fresh airline respirators, protective clothing and gloves. Avoid contact with skin breathing of vapor or spray mist ingestion. Keep out of reach of children.

DO NOT USE THIS PRODUCT unless workmen have read and understood the Material Safety Data Sheet for this project.

C. Overcoating:

At substrate Temperature of	59°F (15°C)	68°F (20°C)	77°F (25°C)	86°F (30°)
Minimum Interval	18 Hours	12 Hours	10 Hours	8 Hours
Max. Interval on Surfaces free from chalking and contamination	Interval unlimited. Surface abrading is necessary when repair work is done.			

D. Curing Table:

Substrate Temperature		Dust Dry	Dry to Handle	To Full Cure
°F	°C			
59	15	90 min.	18 hrs.	14 days
68	20	60 min.	10 hrs.	7 days
77	25	30 min.	8 hrs.	5 days
86	30	15 min.	6 hrs.	3 days

Adequate ventilation is required during application and during the curing period.

Appendix A

PROCEDURES FOR THE CONTROL OF RUNOFF INTO STORM DRAINS AND WATERCOURSES



Appendix A

PROCEDURES FOR THE CONTROL OF RUNOFF INTO STORM DRAINS AND WATERCOURSES

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A. INTRODUCTION

Storm water runoff and other water discharges from construction sites contribute to our ocean and creeks being polluted. Preventing these pollutants from entering the storm water system is vital to clean creeks and open beaches. The City of Santa Barbara Municipal Code Title 16 prohibits the discharge of any pollutants into the storm water system. The following procedures are intended to implement Title 16 on all construction projects.

B. STANDARD SPECIFICATIONS

The work covered by this specification section, Procedures for the Control of Runoff Into Storm Drains and Watercourses, shall be performed in accordance with the Standard Specifications for Public Works Construction (2003 edition) of the Southern California Chapter American Public Works Association; with the Caltrans Best Management Practices (BMP's) Manual; and with the Caltrans Standard Specifications (current edition), where referenced herein.

In case of conflict between the other references cited above and this specification section, Procedures for the Control of Runoff Into Storm Drains and Watercourses, this specification section shall control.

Copies of the Caltrans Best Management Practices (BMP's) Manual may be obtained by contacting the California Department of Transportation Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800. Telephone (916) 445-3520, fax (916) 324-8997, or by logging onto the Caltrans web site at <http://www.dot.ca.gov/hq/construc/stormwater.html>.

Prior to construction, the contractor and lead foreman will be required to meet with the City's Water Resources Specialist, to discuss implementation of this program for the project. Please allow two hours for this meeting.

C. STREET SWEEPING AND VACUUMING

Definition and Purpose

Practices to remove tracked sediment to prevent the sediment from entering a storm drain or watercourse.

Appropriate Applications

These practices are implemented anywhere sediment is tracked from the project site onto public or private paved roads, typically at points of egress.

Standards and Specifications

- a. Do not use kick brooms or sweeper attachments.
- b. Visible sediment tracking shall be swept and vacuumed on a daily basis.
- c. Do not sweep up any unknown substance or any object that may be
- d. potentially hazardous
- e. Adjust brooms frequently; maximize efficiency of sweeping operations.
- f. After storm drain protection measures are implemented, and sweeping is finished, the street may be washed down.

D. SANDBAG BARRIERS

Definition and Purpose

A sandbag barrier is a temporary linear sediment barrier consisting of stacked sandbags, designed to intercept and slow the flow of sediment-laden sheet flow runoff. Sandbag barriers allow sediment to settle from runoff before water leaves the construction site. Straw wattles or fiber rolls can also be used for this purpose. Sandbags can also be used where flows are moderately concentrated, such as ditches, swales, and storm drain inlets.

Appropriate Applications

- a. Around stockpiles.
- b. To divert or direct flow or create a temporary sediment basin.
- c. Along the perimeter of vehicle and equipment fueling and maintenance areas or chemical storage areas.
- d. To capture and detain non-storm water flows until proper cleaning operations occur.
- e. To temporarily close or continue broken, damaged or incomplete curbs.
- f. To prevent sediment from washing on to roads

Standards and Specifications

Sandbag Material: Sandbag shall be woven polypropylene, polyethylene or polyamide fabric, minimum unit weight 135 g/m² (four ounces per square yard), mullen burst strength exceeding 2,070 kPa (300 psi) in conformance with the requirements in ASTM designation D3786, and ultraviolet stability exceeding 70% in conformance with the requirements in ASTM designation D4355. Use of burlap is acceptable for short term use. (less than 2 weeks)

Sandbag Size: Each sand-filled bag shall have a length of 450 mm (18 in), width of 300 mm (12 in), thickness of 75 mm (3 in), and mass of approximately 15 kg (33 lb.). Bag dimensions are nominal, and may vary based on locally available materials. Alternative bag sizes shall be submitted to the Engineer for approval prior to deployment.

Fill Material: All sandbag fill material shall be non-cohesive, Class 1 or Class 2 permeable material free from clay and deleterious material, conforming to the provisions in Section 68-1.025 "Permeable Material," of the Caltrans Standard Specifications. The requirements for the Durability Index and Sand Equivalent do not apply. Fill material is subject to approval by the Engineer.

Maintenance and Inspection

- a. Contractor shall inspect sandbag barriers before and after each use.
- b. Inspect sandbag barriers for sediment accumulations and remove sediments when accumulation reaches one-third the barrier height. Removed sediment shall be incorporated in the project at locations designated by the Engineer or disposed of in conformance with the Standard Specifications.
- c. Remove sandbags when no longer needed. Remove and dispose of sediment accumulation, clean, re-grade, and stabilize the area

E. STORM DRAIN INLET PROTECTION

Definition and Purpose

Devices used at storm drain inlets that are subject to runoff from construction activities to detain and/or to filter sediment-laden runoff to allow sediment to settle and/or to filter sediment prior to discharge of storm water into storm water drainage systems or watercourses.

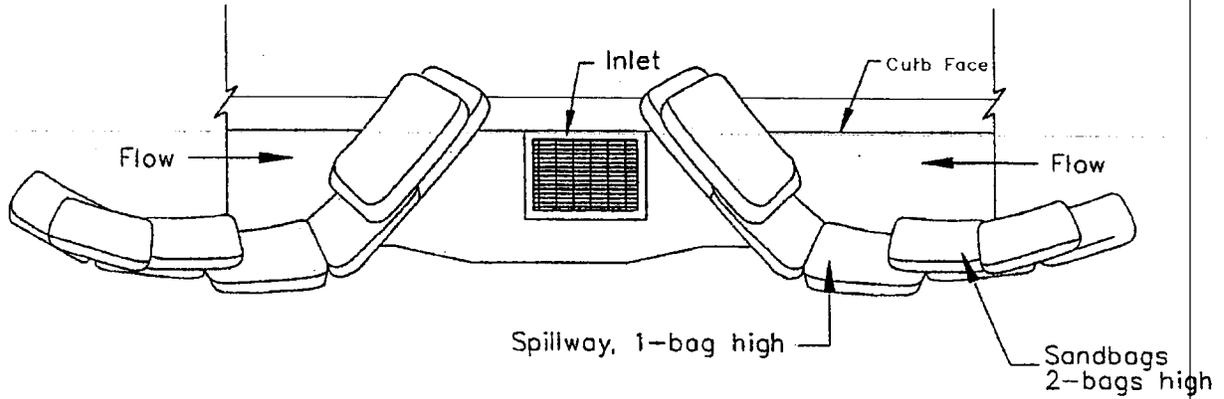
Appropriate Applications

- a. Where ponding will not encroach into highway traffic.
- b. Where sediment laden surface runoff has the potential to enter an inlet.
- c. Whenever street is washed down
- d. For dewatering purposes.

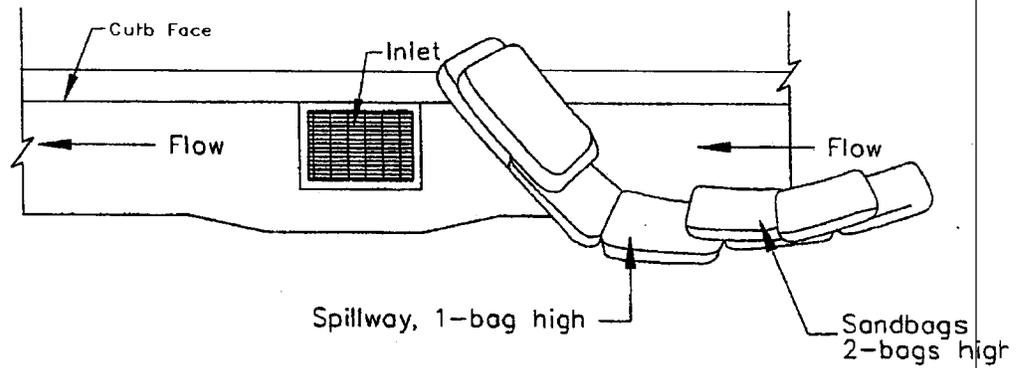
Standards and Specifications

- a. Identify existing and/or planned storm drain inlets that have the potential to receive sediment-laden surface runoff. If storm drain inlet protection is needed, use Type 3 D1 protection or other approved measures.
- b. **DI Protection Type 3 – Sandbag Barrier** – The sandbag barrier (Type 3) is illustrated on Page A-7. Flow from a severe storm shall not overtop the curb. In areas of high clay and silts, use filter fabric and gravel as additional filter media. Construct sandbags in accordance with "Sandbag Barrier".
- c. Inspect bags for holes, gashes, and snags.
- d. Check sandbags for proper arrangement or displacement (per attached detail) Remove the sediment behind the barrier when it reaches one-third the height of the barrier. Removed sediment shall be incorporated in the project at locations designated by the RE or disposed of outside the highway right-of-way in conformance with the Standard Specifications.
- e. Remove all inlet protection devices when the inlet protection is no longer needed.
- f. Clean and/or re-grade area around the inlet as appropriate, and clean the inside of the storm drain inlet as it must be free of sediment and debris at the time of final inspection.

Storm Drain Inlet Protection; (continued)



TYPICAL PROTECTION FOR INLET ON SUMP



TYPICAL PROTECTION FOR INLET ON GRADE

NOTES:

1. Intended for short-term use.
2. Use to filter non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed.
5. Not applicable in areas with high silts and clays without filter fabric.
6. Silt or sediment must be removed and disposed of in accordance with the Standard Specifications after operations are completed. Washing into storm drains is prohibited.

F. STABILIZED CONSTRUCTION ENTRANCE/EXIT

I. Definition and Purpose

- a. A stabilized construction access is a defined point of entrance/exit to a construction site that is stabilized to reduce the tracking of mud and dirt onto public roads by construction vehicles.

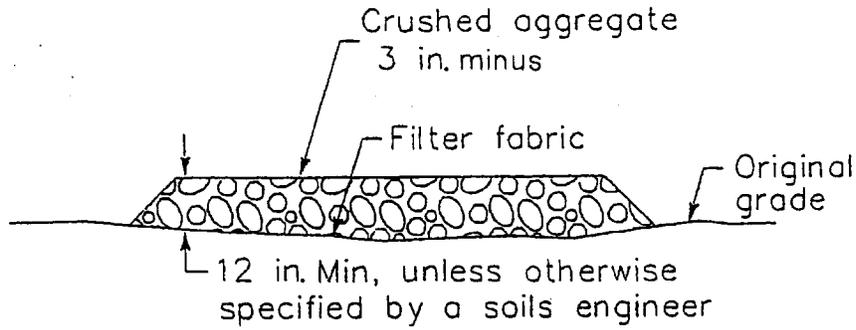
II. Appropriate Applications

- a. Use at construction sites where dirt or mud has the potential to be tracked onto public roads.
- b. Use at construction sites where dust is a problem during dry weather conditions.

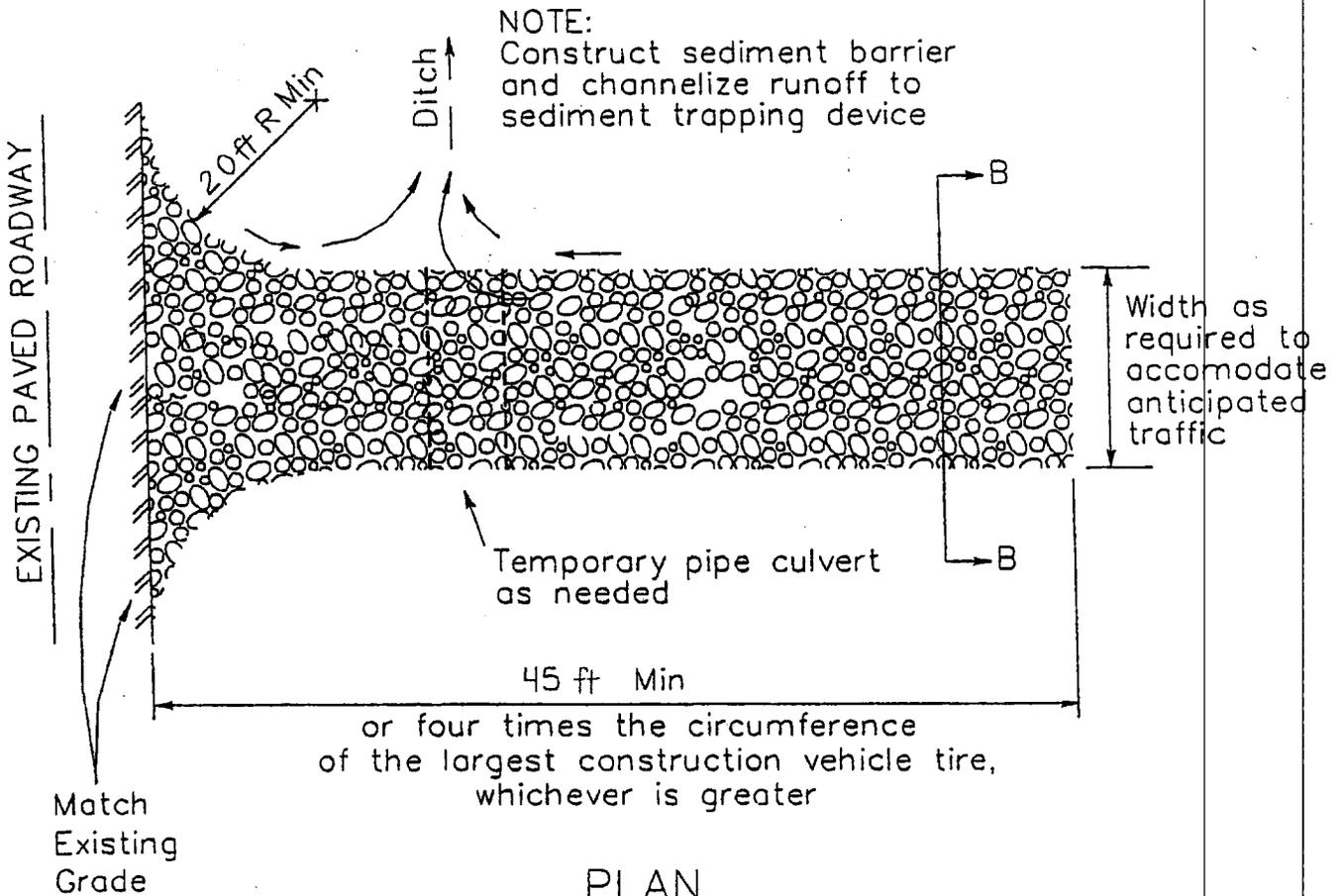
III. Standards and Specifications

- a. Limit the points of entrance/exit to the construction site.
- b. Limit speed of vehicles to control dust.
- c. Properly grade each construction entrance/exit to prevent runoff from leaving the construction site.
- d. Route runoff from stabilized entrances/exits through an approved sediment-trapping device before discharge.
- e. Select construction access stabilization (aggregate, asphaltic concrete, concrete) based on longevity, required performance, and site conditions. The use of asphalt concrete (AC) grindings for stabilized construction access/roadway is not allowed. Use Type I.
- f. If aggregate is selected, place crushed aggregate over geo-textile fabric to at least 300 mm (12 in) depth, or place aggregate to a depth recommended by a geotechnical soils engineer. A crushed aggregate of 75 mm (3 inch minus) shall be used, with the gradation percentage approved by the engineer.
- g. All employees, subcontractors, and suppliers shall be required to utilize the stabilized construction access.

Stabilized Construction Entrance/Exit (Type 1)



SECTION B-B
NTS



PLAN
NTS

G. WATER CONSERVATION PRACTICES

I. Definition and Purpose

Water conservation practices are activities that use water during the construction of a project in a manner that avoids causing erosion and/or the transport of pollutants offsite.

II. Appropriate Applications

- a. Water conservation practices are implemented wherever water is used.
- b. Applies to all construction projects.

III. Standards and Specifications

- a. Keep water equipment in good working condition.
- b. Repair water leaks promptly.
- c. Do not use water or toxic agents to clean construction areas. Paved areas shall be swept and vacuumed.
- d. Direct non-contaminated construction water runoff to areas where it can soak into the ground.
- e. Apply water for dust control in accordance with the Caltrans Standard Specifications.

H. DEWATERING OPERATIONS

I. Definition and Purpose

Dewatering operations are practices that manage the discharge of pollutants from groundwater and accumulated precipitation dewatering operations. This section does not apply to work within watercourses, where other, more specific, rules apply.

II. Appropriate Applications

- a. Removal of uncontaminated groundwater.
- b. Removal of accumulated rainwater from work areas.

III. Standards and Specifications

- a. Contractor shall provide 48 hours notification to the Engineer of planned discharges.
- b. Discharges must comply with regional and watershed-specific discharge requirements.
- c. Ensure that dewatering discharges do not cause erosion at the discharge point.
- d. A filtration device may be substituted for a desilting basin or sediment trap if the Contractor can demonstrate, to the Engineer's satisfaction, that the filtration device provides equivalent or greater removal of suspended solids than the basin.
- e. Filter bags may be used for small-scale dewatering operations.

I. PAVING AND GRINDING OPERATIONS

I. Definition and Purpose

Procedures that minimize pollution of storm water runoff during paving operations, including new paving and preparation of existing paved surfaces for overlays.

II. Appropriate Applications

These procedures are implemented where paving, surfacing, resurfacing, or sawcutting, may pollute storm water runoff or discharge to the storm drain system or watercourses.

III. Standards and Specifications

- a. Substances used to coat asphalt transport trucks and asphalt spreading equipment shall not contain soap and shall be non-foaming and non-toxic.
- b. Place drip pans or absorbent materials under paving equipment while not in use, to catch and/or contain drips and leaks. See also "Liquid Waste Management".
- c. When paving involves asphaltic concrete (AC), the following steps shall be implemented to prevent the discharge of grinding residue, uncompacted or loose AC, tack coats, equipment cleaners, or unrelated paving materials.
 - i. Do not wash sand or gravel from new asphalt into storm drains, streets, and creeks. Sweeping or other means of removal from the site shall be utilized.
 - ii. AC grindings, pieces, or chunks used in embankments or shoulder backing must not be allowed to enter any storm drains or watercourses.
 - iii. Collect and remove all broken asphalt and recycle when practical; otherwise, dispose in accordance with the Caltrans Standard Specification 7-1.13.
 - iv. Any AC chunks and pieces used in embankments must be placed above the water table and covered by at least 0.3m (1 ft) of material.
 - v. Use only non-toxic substances to coat asphalt transport trucks and asphalt spreading equipment.
- d. Drainage inlet structures and manholes shall be covered with filter fabric or tape during application of seal coat, tack coat, slurry seal, and/or fog seal.
- e. Seal coat, tack coat, slurry seal, or fog seal shall not be applied if rainfall is predicted to occur during the application or curing period.
- f. Clean asphalt coated equipment off-site. When cleaning dry, hardened asphalt from equipment, manage hardened asphalt debris as described in "Solid Waste Management". Any cleaning on site shall follow the section of this specification "Vehicle and Equipment Cleaning".
- g. Do not wash sweepings from exposed aggregate concrete into a storm drain system. Collect and return to aggregate base stockpile, or dispose of properly.
- h. Allow aggregate rinse to settle. Then, either allow rinse water to dry in a temporary pit as described in "Concrete Waste Management", or pump the water to the sanitary sewer if allowed by the local wastewater authority.

- i. Do not allow saw-cut Portland Concrete Cement (PCC or AC) slurry to enter storm drains or watercourses. Residue from grinding operations shall be picked up by means of a vacuum attachment to the grinding machine, shall not be allowed to flow across the pavement, and shall not be left on the surface of the pavement. See also the sections of this specification "Concrete Waste Management", and "Liquid Waste Management".
- j. When approved by the Engineer, stockpile material removed from roadways shall be kept away from drain inlets, drainage ditches, and watercourses.
- k. Do not transfer or load bituminous material near drain inlets, the storm water drainage system or watercourses.

J. ILLICIT CONNECTION/ILLEGAL DISCHARGES

I. Definition and Purpose

Procedures and practices designed for construction contractors to recognize illicit connections or illegally dumped or discharged materials on a construction site and report incidents to the Engineer.

II. Appropriate Applications

Illicit connection/illegal discharge detection and reporting is applicable anytime an illicit discharge is discovered or illegally dumped material is found on the construction site.

III. Standards and Specifications

- a. Contractor shall inspect the site before beginning the job for evidence of illicit connections or illegal dumping or discharges, and shall promptly notify the Project Engineer of such conditions.
- b. Contractor shall inspect the site regularly during project execution for evidence of illicit connections or illegal dumping or discharges.
- c. Contractor shall observe site perimeter for evidence or potential of illicitly discharged or illegally dumped material that may enter the job site.
- d. Contractor shall inspect the site regularly during the project for pungent odors coming from the drainage systems.
- e. Contractor shall inspect the site regularly for discoloration or oily substances in the water or stains and residues detained within ditches, channels or drain boxes.
- f. Contractor shall inspect the site regularly for abnormal water flow during the dry weather season.
- g. Contractor shall inspect the site regularly for unusual flows in subdrain systems used for dewatering.
- h. Contractor shall inspect the site regularly for excessive sediment deposits, particularly adjacent to or near active off-site construction projects.

K. POTABLE WATER/IRRIGATION

I. Definition and Purpose

Potable Water/Irrigation consists of practices and procedures to reduce the possibility for the discharge of potential pollutants generated during discharges from irrigation water lines, landscape irrigation, lawn or garden watering, planned and unplanned discharges from potable water sources, water line flushing, and hydrant flushing.

II. Appropriate Applications

Implement this Policy whenever the above activities or discharges occur at or enter a construction site.

III. Standards and Specifications

- a. Where possible, direct water from off-site sources around or through a construction site in a way that minimizes contact with the construction site.
- b. Shut off the water source to broken lines, sprinklers, or valves as soon as possible to prevent excess water flow.
- c. Protect downstream storm water drainage systems and watercourses from water pumped or bailed from trenches excavated to repair water lines using storm drain inlet protection measures.
- d. Inspect irrigated areas within the construction limits for excess watering. Adjust watering times and schedules to ensure that the appropriate amount of water is being used and to minimize runoff.
- e. Repair broken water lines as soon as possible or as directed by the Engineer.

L. VEHICLE EQUIPMENT AND CLEANING

I. Definition and Purpose

Procedures and practices used to minimize or eliminate the discharge of pollutants from vehicle and equipment cleaning operations to storm drain system or to watercourses.

II. Appropriate Applications

These procedures are applied on all construction sites where vehicle and equipment cleaning is performed.

III. Standards and Specifications

- a. On-site vehicle and equipment washing is prohibited.
- b. Cleaning of vehicles and equipment with soap, solvents or steam shall not occur on the project site unless the Engineer has been notified in advance and the resulting wastes are fully contained and disposed of outside the street right-of-way in conformance with the provisions in Section 7-1.13 of the Caltrans Standard Specifications. Resulting wastes shall not be discharged or buried within the street right-of-way.
- c. Vehicle and equipment wash water shall be contained for percolation or evaporative drying away from storm drain inlets or watercourses and shall not be discharged within the street right-of-way.
- d. All vehicles/equipment that regularly enter and leave the construction site must be cleaned off-site.

- e. When vehicle/equipment washing/cleaning must occur on-site, and the operation cannot be located within a structure or building equipped with appropriate disposal facilities, the outside cleaning area shall have the following characteristics:
 - i. Located away from storm drain inlets, drainage facilities, or watercourses.
 - ii. Paved with concrete or asphalt and bermed to contain wash waters and to prevent run-on and runoff.
 - iii. Configured with a sump to allow collection and disposal of wash water.
 - iv. Wash waters shall not be discharged to storm drains or watercourses.

M. VEHICLE AND EQUIPMENT FUELING

I. Definition and Purpose

Procedures and practices to minimize or eliminate the discharge of fuel spills and leaks into the storm drain system or to watercourses.

II. Appropriate Applications

These procedures are applied on all construction sites where vehicle and equipment fueling takes place.

III. Standards and Specifications

- a. On-site vehicle and equipment fueling shall only be used where it's impractical to send vehicles and equipment off-site for fueling.
- b. When fueling must occur on-site, the contractor shall select and designate an area to be used, subject to approval of the Engineer.
- c. Equipment being fueled shall never be left unattended.
- d. Absorbent spill clean-up materials and spill kits shall be available in fueling areas and on fueling trucks and shall be disposed of properly after use. The contractor shall notify the personnel performing fueling of the location of cleanup materials and spill kits.
- e. Drip pans or absorbent pads shall be used during vehicle and equipment fueling, unless the fueling is performed over an impermeable surface in a dedicated fueling area.
- f. Dedicated fueling areas shall be protected from storm water run-on and runoff, and shall be located at least 15 m (50') from downstream drainage facilities and watercourses. Fueling must be performed on level-grade areas.
- g. Nozzles used in vehicle and equipment fueling shall be equipped with an automatic shut-off to control drips. Fueling operations shall not be left unattended.
- h. Protect fueling areas with berms and/or dikes to prevent run-on, runoff, and to contain spills.
- i. Use vapor recovery nozzles to help control drips as well as air pollution where required by Air Pollution Control District (APCD).
- j. Fuel tanks shall not be "topped off."
- k. Vehicles and equipment shall be inspected by the contractor on each day of use for leaks. Leaks

shall be repaired immediately or problem vehicles or equipment shall be removed from the project site.

- l. Absorbent materials shall be used on small spills instead of hosing down or burying techniques.
- m. Mobile fueling of construction equipment throughout the site shall be minimized. Whenever practical, equipment shall be transported to the designated fueling area.

N. VEHICLE AND EQUIPMENT MAINTENANCE

I. Definition and Purpose

Procedures and practices to minimize or eliminate the discharge of pollutants to the storm drain system or to watercourses from vehicle and equipment maintenance procedures.

II. Appropriate Applications

These procedures are applied on all construction projects where an on-site yard area is necessary for storage and maintenance of heavy equipment and vehicles.

III. Standards and Specifications

- a. Drip pans or absorbent pads shall be used during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
- b. All fueling trucks and fueling areas are required to have spill kits and/or use other spill protection devices. Contractor instruct all personnel involved in fueling operations in proper use of spill kits and related devices.
- c. Dedicated maintenance areas shall be protected from storm water run-on and runoff, and shall be located at least 15 m (50') from downstream drainage facilities and watercourses.
- d. Absorbent spill clean-up materials shall be available in maintenance areas and shall be disposed of properly after use. Substances used to coat asphalt transport trucks and asphalt spreading equipment shall be non-toxic. Drainage inlet structures and manholes shall be covered with filter fabric when seal coat, tack coat, slurry seal, or fog seal is applied to adjacent surfaces.
- e. Use off-site maintenance facilities.
- f. Properly dispose of used oils, fluids, lubricants and spill cleanup materials.
- g. Do not dump fuels and lubricants onto the ground.
- h. Do not place used oil in a dumpster or pour into a storm drain or watercourse.
- i. Properly dispose of or recycle used batteries.
- j. Do not bury used tires.
- k. Repair leaks of fluids and oil immediately.
- l. Provide spill containment dikes or secondary containment around stored oil and chemical drums.
- m. Vehicles and equipment shall be inspected on each day of use. Leaks shall be repaired immediately or the problem vehicle(s) or equipment shall be removed from the project site.
- n. Inspect equipment for damaged hoses and leaky gaskets routinely. Repair or replace as needed.

O. STOCKPILE MAINTENANCE

I. Definition and Purpose

Procedures and practices to reduce or eliminate pollution of storm water from stockpiles of soil, and paving materials such as Portland cement concrete (PCC) rubble, asphalt concrete (AC), asphalt concrete rubble, aggregate base, aggregate sub-base or pre-mixed aggregate and asphalt binder (also called "cold mix" asphalt).

II. Appropriate Applications

Implemented in all projects that stockpile soil and paving materials.

III. Standards and Specifications

- a. Protection of stockpiles is a year-round requirement.
- b. Locate stockpiles away from concentrated flows of storm water, drainage courses, and inlets.
- c. Protect all stockpiles from silt run-off by using a temporary perimeter sediment barrier such as silt fences, sandbag barriers, or straw wattles(fiber rolls).
- d. During the rainy season, soil stockpiles shall be covered or protected with soil stabilization measures and a temporary perimeter sediment barrier at all times.
- e. During the non-rainy season, soil stockpiles shall be either covered or protected with a temporary perimeter sediment barrier prior to the onset of precipitation.
- f. Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub-base shall be either covered or protected with a temporary perimeter sediment barrier prior to the onset of precipitation.
- g. Stockpiles of "cold mix" shall be placed on and covered with plastic or comparable material prior to the onset of precipitation.

P. SPILL PREVENTION AND CONTROL

I. Definition and Purpose

These are procedures and practices implemented to prevent and control spills in a manner that minimizes or prevents the discharge of spilled material to the drainage system or watercourses.

II. Appropriate Application

This Policy applies to all construction projects. Spill control procedures are implemented anytime chemicals and/or hazardous substances are stored. Substances may include, but are not limited to:

- a. Fuels
- b. Lubricants
- c. Other petroleum distillates

III. Standards and Specifications

- a. To the extent that it doesn't compromise clean up activities, spills shall be covered and protected from storm water run-on during rainfall.
- b. Spills shall not be buried or washed with water.
- c. Water used for cleaning and decontamination shall not be allowed to enter storm drains or watercourses and shall be collected and disposed of in accordance with "Liquid Waste Management".
- d. Water overflow or minor water spillage shall be contained and shall not be allowed to discharge into drainage facilities or watercourses.

IV. Clean up and Storage Procedures

- a. Minor spills typically involve small quantities of oil, gasoline, paint, etc. which can be controlled by the first responder at the discovery of the spill.
- b. Use absorbent materials on small spills. Do not hose down or bury.
- c. Semi-significant spills still can be controlled by the first responder along with the aid of the other personnel such as laborers and the foreman, etc. This response may require the cessation of all other activities.
- d. Clean up spills immediately.
- e. If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely.
- f. If the spill occurs in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil.
- g. If the spill occurs during rain, cover spill with tarps or other material to prevent contaminating runoff.

Q. SOLID WASTE MANAGEMENT

I. Definition and Purpose

These are procedures and practices to minimize or eliminate the discharge of pollutants to the drainage system or to watercourses as a result of the creation, stockpiling, and removal of construction site wastes.

II. Appropriate Applications

- a. Solid wastes include but are not limited to:

Construction wastes including brick, mortar, timber, steel and metal scraps, pipe and electrical cuttings, non-hazardous equipment parts, Styrofoam and other materials used to transport and package construction materials.

- i. Highway planting wastes, including vegetative material, plant containers, and packaging materials.
- ii. Litter, including food containers, beverage cans, coffee cups, paper bags, plastic wrappers, and smoking materials, including litter generated by the public.

III. Standards and Specifications

- a. Littering on the project site shall be prohibited.
- b. To prevent clogging of the storm drainage system, litter and debris removal from drainage grates, trash racks, and ditch lines shall be performed weekly.
- c. Trash receptacles shall be provided in the Contractor's yard, field trailer areas, and at locations where workers congregate for lunch and break periods.
- d. Litter from work areas within the construction limits of the project site shall be collected and placed in water tight dumpsters at least weekly regardless of whether the litter was generated by the Contractor, the public, or others. Collected litter and debris shall not be placed in or next to drain inlets, storm water drainage systems or watercourses.
- e. Storm water run-on shall be prevented from contacting stored solid waste through the use of berms, dikes, or other temporary diversion structures or through the use of measures to elevate waste from site surfaces.
- f. Solid waste storage areas shall be located at least 15 m (50') from drainage facilities and watercourses and shall not be located in areas prone to flooding or ponding.
- g. Dumpster washout on the project site is not allowed.
- h. Toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids, pesticides, additives, curing compounds) shall not be disposed of in dumpsters.

R. CONCRETE WASTE MANAGEMENT

I. Definition and Purpose

These are procedures and practices that are implemented to minimize or eliminate the discharge of concrete waste materials to the storm drain system or to watercourses.

II. Appropriate Applications

- a. Concrete waste management practices are implemented on construction projects where concrete is used as a construction material or where concrete dust and debris result from demolition activities.
- b. Where slurries containing Portland cement concrete (PCC) or asphalt concrete (AC) are generated, such as from sawcutting, coring, grinding, grooving, and hydro-concrete demolition.
- c. Where concrete trucks and other concrete-coated equipment are washed on site, when approved by the Engineer. See also Vehicle and Equipment Cleaning.
- d. Where mortar-mixing stations exist.

III. Standards and Specifications

- a. PCC and AC waste shall not be allowed to enter storm drains or watercourses.
- b. PCC and AC waste shall be collected and disposed of outside the highway right-of-way in conformance with section 7-1.13 of the Caltrans Standard Specifications or placed in a temporary concrete washout facility.
- c. Below grade concrete washout facilities are typical. Above grade facilities are used if excavation is not practical.

- d. Do not allow slurry residue from wet coring or saw-cutting AC or PCC to enter storm drains or receiving waters by:
 - i. Placing temporary berms or sandbags around coring or saw-cutting locations to capture and contain slurry runoff.
 - ii. Placing straw bales, straw wattles(fiber rolls), sandbags, or gravel dams around inlets to prevent slurry from entering storm drains.
- e. Vacuum slurry residue and dispose.
- f. Temporary concrete washout facilities shall be located a minimum of 15 m (50 ft) from storm drain inlets, open drainage facilities, and watercourses, unless determined unfeasible by the engineer. Each facility shall be located away from construction traffic or access areas to prevent disturbance or tracking.
- g. Temporary concrete washout facilities shall be constructed above grade or below grade at the option of the Contractor. Temporary concrete washout facilities shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
- h. Temporary washout facilities shall have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
- i. Perform washout of concrete trucks in designated areas only.
- j. Once concrete wastes are washed into the designated area and allowed to harden, the concrete shall be broken up, removed, and disposed of per "Solid Waste Management".
- k. Temporary concrete washout facilities shall be constructed as shown on the plans, with a recommended minimum length and minimum width of 3 m (10'), but with sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations. The length and width of a facility may be increased, at the Contractor's expense, upon approval of the engineer.
- l. Existing facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.

S. SANITARY/SEPTIC WASTE MANAGEMENT

I. Definition and Purpose

Procedures and practices to minimize or eliminate the discharge of construction site sanitary/septic waste materials to the storm drain system or to watercourses.

II. Appropriate Applications

Sanitary/septic waste management practices are implemented on all construction sites that use temporary or portable sanitary/septic waste systems.

III. Standards and Specifications

- a. Temporary sanitary facilities shall be located away from drainage facilities, watercourses, and from traffic circulation. When subjected to high winds or risk of high winds, as determined by the Engineer, temporary sanitary facilities shall be secured to prevent overturning.
- b. Wastewater shall not be discharged or buried within the street right-of-way.

- c. Ensure that sanitary/septic facilities are maintained in good working order by a licensed service.
- d. Use only reputable, licensed sanitary/septic waste haulers.

T. LIQUID WASTE MANAGEMENT

I. Definition and Purpose

Procedures and practices to prevent discharge of pollutants to the storm drain system or to watercourses as a result of the creation, collection, and disposal of non-hazardous liquid wastes.

II. Appropriate Applications

Liquid waste management is applicable to construction projects that generate any of the following non-hazardous liquid wastes.

- a. Drilling slurries and drilling fluids.
- b. Grease-free and oil-free wastewater and rinse water.
- c. Dredgings.
- d. Other non-storm water liquid discharges not permitted by separate permits.

III. Standards and Specifications

- a. Drilling residue and drilling fluids shall not be allowed to enter storm drains and watercourses and shall be disposed of outside the street right-of-way as approved by the engineer.
- b. Liquid wastes generated as part of an operational procedure, such as water-laden dredged material and drilling mud, shall be contained and not allowed to flow into drainage channels or receiving waters prior to treatment.
- c. Contain liquid wastes in a controlled area, such a holding pit, sediment basin, or portable tank.
- d. Containment devices must be structurally sound and leak free.
- e. Do not locate containment areas or devices where accidental release of the contained liquid can threaten health or safety, or discharge to water bodies, channels, ground water, or storm drains.
- f. Capture all liquid wastes running off a surface that has the potential to affect the storm drainage system, such as wash water and rinse water from cleaning walls or pavement.
- g. Do not allow liquid wastes to flow or discharge uncontrolled. Use temporary dikes or berms to intercept flows and direct them to a containment area for capture.
- h. If the liquid waste is sediment laden, use a sediment trap for capturing and treating the liquid waste stream, or capture in a containment device and allow sediment to settle.
- i. If necessary, further treat liquid wastes prior to disposal. Treatment may include, though is not limited to, sedimentation, filtration, and chemical neutralization.

2006 REVISED STANDARD PLAN RSP A87A

DIST. COUNTY ROUTE POST MILES SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER

November 17, 2006

PLANS APPROVAL DATE

The State of California, by the Office of the State Architect, has approved these plans for the construction of the project shown on these plans for the purpose of public safety.

Professional Engineer Seal: James J. ...

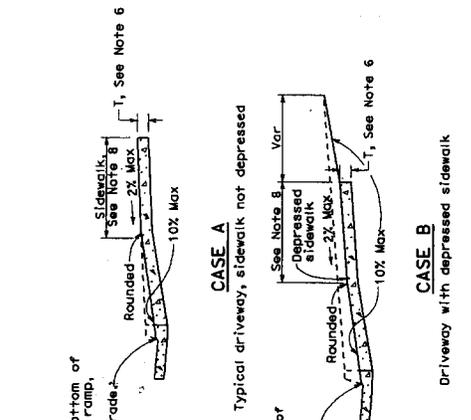
To accompany plans dated _____

TABLE A

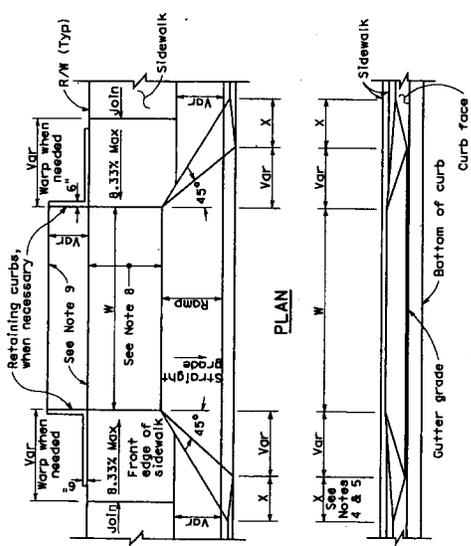
CURB TYPE	"H1"	"H2"	"W1"	"W2"
A1-6	1'-2"	6"	7 1/2"	1 1/2"
A2-6	1'-4"	8"	8"	2"
A3-6	1'-0"	6"	2'-7 1/2"	1 1/2"
A2-8	1'-2"	8"	2'-8"	2"
A3-8	6"	5"	7 1/4"	1 1/4"
B1-4	1'-0"	4"	7 1/4"	2 1/4"
B1-6	1'-2"	6"	9"	4"
B2-4	10"	4"	2'-7 1/2"	2 1/2"
B2-6	1'-0"	6"	2'-9"	4"
B3-4	4"	3"	7"	2"
B3-6	6"	5"	8 1/2"	3 1/2"
D-4	10"	4"	1'-6"	1'-1"
D-6	1'-0"	6"	2'-2"	1'-8"

TABLE B

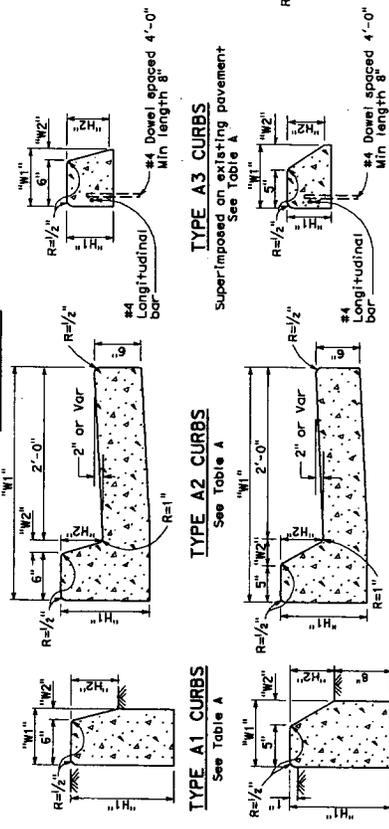
TYPE	CUBIC YARDS PER LINEAR FOOT
A1-6	0.02585
A1-8	0.03084
A2-6	0.05903
A2-8	0.06379
A3-6	0.01036
A3-8	0.01435
B1-4	0.02185
B1-6	0.02930
B2-4	0.05515
B2-6	0.06171
B3-4	0.00641
B3-6	0.01074
B4	0.05703
D-4	0.04083
D-6	0.06804
E	0.06661



SECTIONS



DRIVEWAYS



NOTES:

- Case A driveway section typically applies.
- Use Case B driveway section when ramp slopes would exceed 10% in Case A.
- Use Case B driveway section when sidewalk cross slope would exceed 2% in Case A.
- X=3'-0" except for curb heights over 10" where 4:1 slopes shall be used on curb slopes.
- X is a variable when sidewalk is located where wheelchairs may traverse the surface. Slopes shall not exceed 8.33%.
- Sidewalk and ramp thickness "m" at driveway shall be 4" for residential and 6" for commercial.
- Difference in slope of the driveway ramp and the sidewalk shall be 10" from gutter line shall not exceed 15%. Reduce driveway ramp slopes, not gutter slopes, where required.
- Minimum width of clear passageway for sidewalk shall be 4'-0".
- Retaining curbs and acquisition of construction easement may be necessary for narrow sidewalks or curb heights in excess of 6".
- Across the pedestrian route of curb ramp locations, the gutter depth shall not exceed 1'-0" depth for each 2'-0" of width.

CURBS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURBS AND DRIVEWAYS

NO SCALE

RSP A87A DATED NOVEMBER 17, 2006 SUPERSEDES STANDARD PLAN A87A DATED MAY 11, 2006 - PAGE 113 OF THE STANDARD PLANS BOOK DATED MAY 2006.

REVISED STANDARD PLAN RSP A87A

DEPARTMENT OF TRANSPORTATION

50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
PHONE (805) 549-3111
FAX (805) 549-3329
TDD (805) 549-3259
<http://www.dot.ca.gov/dist05>



*Flex your power!
Be energy efficient!*

April 10, 2009

05-SB-225-2.25/3.0
0508 NMC 0573

City of Santa Barbara
Attn: John Ewasiuk
P.O. Box 1990
Santa Barbara, CA 93102

Dear Mr. Ewasiuk:

Attached is your approved encroachment permit. **DO NOT BEGIN WORK UNTIL YOU HAVE FIRST READ THE PERMIT CAREFULLY AND COMPLETELY, AND CONTACTED THE STATE INSPECTOR LISTED ON YOUR PERMIT.**

This permit is a legal and binding contract once work on it has begun. You are subject to the provisions contained in the permit and in the attached Encroachment Permit General Provisions. If there is any question regarding interpretation of any detail in the permit or the General Provisions, you may contact the inspector listed on your permit or the District Permit Engineer at (805) 549-3152. Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Senet".

Steve Senet
District Permit Engineer

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No. 0508 NMC 0573	
Dist/Co/Rte/PM 05-SB-225-2.25/3.0	
Date April 10, 2009	
Fee Paid \$ EXEMPT	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 **September 4, 2008**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO:

City of Santa Barbara
 Attn: John Ewasiuk
 P.O. Box 1990
 Santa Barbara, CA 93102

Phone: (805) 564-5373
 Your Reference No. 2008-00389

, PERMITTEE

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

Perform traffic control; perform work on City of Santa Barbara utility undergrounding project; and install, own, and maintain proposed City Street lighting and traffic signal conduits as shown on the attached plans and as directed by the permit provisions in State Route 225 right of way between postmiles 2.25 and 3.0 in the City of Santa Barbara.

The issuance of this permit does not entitle the Permittee to start work immediately within the Caltrans right of way. Implementation of prescribed traffic control measures may require up to a 15-day delay from date of traffic control notification and the submittal of the attached "Weekly Traffic Update" form.

Permittee shall contact State Inspector David M. Martinez, telephone number (805) 568-1256, a minimum of two working days prior to commencing work to arrange a pre-job meeting in accordance with Provision 6 of the attached General Provisions. When work has been interrupted for more than five (5) working days, the Permittee shall notify the Caltrans Permit Inspector a minimum of two working days prior to restarting work unless a pre-arranged agreement has been made with the Department's representative.

Page 1 of 19

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

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

- Yes No General Provisions (TR-0045)
- Yes No Special Provisions
- Yes No A Cal-OSHA permit required prior to beginning work;
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Water Pollution Control Program (To be Approved)

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

- Yes No Review
- Yes No Inspection
- Yes No Field Work

(If any Caltrans effort expended)

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

This permit is void unless the work is complete before **April 10, 2010**

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.

cc:
 Permit File
 David M. Martinez (Insp)
 Martin Sanchez
 Claudia Espino

APPROVED:

Richard Krumholz, District Director

BY:

Steven A. Senet, District Permit Engineer

Ak

ADDITIONAL ATTACHMENTS

- Attached if checked: WEEKLY TRAFFIC UPDATE
 PUBLIC AFFAIRS PROJECT NOTIFICATION
 CALTRANS STANDARD PLANS T10-T14
 FORM DC-CEM-3101
 PEDESTRIAN SAFETY (MCP)
 SIDEWALKS (CS)
 STEEL PLATE BRIDGING UTILITY PROVISIONS (TR-0157)
 TRAFFIC STRIPING, MARKERS, & SIGNS (MSC)
 UTILITY OVERHEAD PROVISIONS (OH) (TR-0162)
 UTILITY UNDERGROUND PROVISIONS (UG) (TR-0163)
 ENCROACHMENT PERMIT TRENCH DETAIL (TR-0153)
 ENCROACHMENT PERMIT REPORT (DIARY) (TR-0130)
 Other: Payment and Performance Bonds

PLANS AND SPECIFICATIONS

If conflicts arise between Special Provisions, Plans, Caltrans Standard Plans, Standard Specifications, or other Caltrans standards, the Caltrans Inspector shall make the final determination regarding selection or interpretation of standards and/or specifications. State Standards and Specifications shall apply to all work within the State right of way unless directed otherwise by the State Inspector. Reference to the Engineer in the State Standard Specifications shall include the State Representative (Caltrans Permit Inspector or District Permit Engineer).

Attention is directed to Section 5 of the current State Standard Specifications and the Encroachment Permit General Provisions (TR-0045) regarding control of work and permit work plan revisions. Additionally, the State Permit Inspector may require reasonable additions, modifications, or revisions to the scope of work at no cost to the State if the change is in the best interest of the State facility where the encroachment permit is being granted and Caltrans policy, Standard Specifications, or Permit Provisions are unclear.

WORK HOURS

All work on this permit shall be performed on weekdays between the hours of 9:00 AM and 3:00 PM, excluding designated legal holidays, unless stated otherwise for traffic control. All daytime lane closures shall only be performed on Monday through Thursday between the hours of 8:30 AM and 4:00 PM and on Friday between the hours of 8:30 AM and 1:00 PM. All nighttime lane closures shall only be performed on Monday through Thursday between the hours of 8:00 PM and 6:00 AM and on Friday between the hours of 12:00 AM (midnight) and 6:00 AM. The State Inspector must approve deviations from these hours in advance.

All work that will impact the normal operations of Caltrans traffic signal facilities shall be performed under traffic control and during the hours approved by the Caltrans Inspector and Caltrans District 5 Traffic Management Center.

Designated legal holidays are:

January 1st - (New Year's Day), the third Monday in January - (Martin Luther King Jr. Day)
The third Monday in February - (Washington's Birthday)
March 31st - (Cesar Chavez's Day)
The last Monday in May - (Memorial Day)
July 4th - (Independence Day)
The first Monday in September - (Labor Day)
November 11th - (Veteran's Day), 4th Thursday and Friday in November - (Thanksgiving Holiday)
December 25th - (Christmas Day)

When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday.
When November 11th falls on a Saturday, Friday November 10th shall be a designated legal holiday.

REQUIREMENT FOR CITY INSPECTOR

The City of Santa Barbara shall be responsible for inspection of all phases of this project in accordance with this permit and as directed by the State Representative.

The State reserves the right to review and oversee all operations. The City shall also be responsible and shall fully cooperate with the State's Inspector in assuring compliance of the City's Contractor with State as well as City specifications and regulations.

The City shall provide qualified construction inspectors and staff using city and/or consultant forces to administer the construction contract regulations, policies, procedures, manuals, standard plans and specification, and other standards including compliance with any Federal Highway Administration (FHWA) requirements. Said inspector is to be subject to ongoing review and approval by Caltrans. City inspection may include construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of "as-built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the plans and specifications.

The City shall use the attached ENCROACHMENT PERMIT REPORT (DIARY), form TR-0130, to report on the work progress. A similar form may be used in lieu of the Caltrans form if approved by the Caltrans Representative. These forms shall be submitted to the Caltrans Representative along with the Completion Card, form FM 92 1546 M, any inspection tags, geotechnical test records, or Certificates of Compliance, at the end of the project.

CONDITIONS OF APPROVAL/SPECIAL REQUIREMENTS

By accepting this permit and beginning work, the Permittee acknowledges that the work authorized may have an impact on the life and durability of the roadway pavement, and that Caltrans is not

obligated to rehabilitate or resurface the roadway as a result of this project for the possible future relinquishment of the roadway to the City of Santa Barbara.

Permittee or Permittee's contractor shall provide three copies of a Water Pollution Control Program (WPCP) using the Caltrans template found at the link below.

<http://www.dot.ca.gov/hq/construc/stormwater/templates.htm>

WPCP document shall be submitted for approval to the Caltrans District 5 Permits Office. No work authorized by this permit shall be performed prior Caltrans' full approval of the WPCP document.

Permittee or Permittee's contractor shall replace all traffic detector loops in kind, if damaged, per State Standard Specification Section 86-1.05 or as directed by the Caltrans Permit Inspector or Caltrans Representative. Replacement of traffic detector loops shall require the removal of 2-inches of AC pavement to facilitate the installation of the detector loop under a 2-inch AC pavement overlay. All traffic detector loop replacement and repair work shall be performed at no cost to the State.

Per Caltrans Standard Specifications Section 86-1.06, Permittee shall be responsible to identify the location of Caltrans traffic signal conduits and detector loops prior to performing excavation operations. If practical, Permittee shall take all necessary precautions to protect Caltrans traffic signal facilities in place. Permittee shall be solely responsible to replace damaged traffic signal facilities as directed by the Caltrans representative at no cost to the State.

Caltrans Electrical Operations staff shall be the only personnel allowed to access the Caltrans traffic signal controller to modify the traffic signal controller operation modes. Permittee or Permittee's contractor shall coordinate through the Caltrans Permit Inspector to schedule for Caltrans Electrical Operations staff to be available when required.

All pavement delineation, pavement markings, and pavement markers shall be replaced in kind to its original pre-project configuration.

Prior to the conclusion of the project or the installation of final pavement delineation, the City's Resident Engineer, the Caltrans Permit Inspector, and pertinent Caltrans Staff must evaluate the condition of the roadway surface. If the roadway pavement surface, as a result of removal of pavement delineation, utility work and temporary delineation, has the potential to obscure final pavement delineation, especially during dawn, dusk, and wet road conditions, a Caltrans Type II or Type III slurry seal shall be applied to mitigate any obscurity at no cost to the State.

Minimum depth of cover for utilities within the State right of way shall comply with Caltrans High and Low Risk Underground Utilities Policy requirements. Minimum depth of cover for electrical power, street lighting, and City traffic control conduits is 42-inches below the finished grade. Telecommunications and Cable utilities shall have a minimum depth of cover of 36-inches below the finished grade.

City street lighting shall be installed per City Standards. Permittee shall own, operate, maintain, and pay for all energy costs for the proposed lighting at no cost to the State.

Permittee shall coordinate with the Caltrans Permit Inspector to finalize the location of the proposed streetlight at the northwesterly corner of the intersection of Camino Calma and State Route 225, or place the proposed streetlight on the northeasterly corner of the intersection.

California Highway Patrol or local law enforcement shall be contacted to coordinate and /or contracted to assist with any rolling traffic breaks for aerial crossings on State Route 225 and side streets as necessary. Recommended time for rolling traffic break is on weekends within one hour after sunrise. Each traffic break shall be a maximum of five minutes.

All proposed, temporary, or relocated utility poles shall be placed to provide a minimum of 1.5 feet from the face of curb to the face of the utility pole.

Permittee or Permittee's contractor shall coordinate a meeting between other utility companies having facilities on the utility poles to be relocated or removed and the Caltrans Permit Inspector to meet at the pre-job meeting for work authorized under this permit. A plan shall be developed to identify which utility company will be responsible to remove any nonfunctional utility poles. The utility company to remove the unused poles must provide written documentation to the Caltrans Permit Inspector stating that their company will be responsible to remove these poles in a timely manner. Work authorized by this permit cannot begin until this issue has been resolved to the satisfaction of the Caltrans Permit Inspector.

Permittee shall be solely responsible to provide additional traffic control devices to protect the work site and traveling public as directed by the Caltrans Permit Inspector to meet field conditions at no cost to the State.

DOUBLE PERMIT

Notwithstanding General Provision #4, your Contractor is required to apply for and obtain an encroachment permit prior to starting work. The Contractor shall include a fee deposit of \$5,822.00 with the encroachment permit application, made payable to the State of California Department of Transportation, to compensate the State for the estimated time needed to inspect that portion of construction within the State's right of way. The Contractor will be billed for any amount exceeding the deposit, or refunded any unused portion thereof after completion of the project. The Contractor's encroachment permit application shall state that it is a "Double Permit for permit number 0508 NMC 0573."

The Caltrans District 5 Permits Office must receive a performance bond and a payment bond from the Permittee's contractor prior to issuance of the double permit.

The performance bond shall be in the amount of \$250,000.00 and processed on the attached form, TR-0001.

The payment bond shall be in the amount of \$250,000.00 and processed on the attached form, TR-0018.

NOTIFICATIONS

Notice of Materials Used

Permittee's attention is directed to the State Standard Specification – Section 6 “Control of Materials.”

The Permittee shall bear all costs for source material inspection. Please note that these materials may require source inspection and approval at the manufacturer's plant.

Permittee shall be solely responsible to furnish a list of materials to be used on the permitted project by completing the attached Form DC-CEM-3101 "Notice of Materials Used" for traffic signal standards, lighting (electrolier) standards, metal poles, mast arms, foundation bolts, overhead sign trusses, guard rail components, column casings, epoxy coated rebar, reinforced concrete pipe, steel girders, sign panels, and other items as specified by the State representative. Form shall be submitted to the Caltrans Permit Inspector and METS Material Administrator. Materials identified on the TL-608, which are not inspected and not approved by the State at the manufacturer's plant, will be rejected from use within the State right of way.

The METS Material administrator shall determine which materials will require source inspection and which will require onsite inspection by the Caltrans Permit Inspector. Additional form submissions may be required to address additional items that require source inspection.

Please allow a minimum of six weeks for source inspection, testing, and approval of materials to be used.

The METS Material Administrator can be reached via fax at 916-227-7084 or via email at materials_administrator-METS@dot.ca.gov.

TRAFFIC CONTROL AND PUBLIC SAFETY

A California licensed contractor, possessing a valid Class A (General Engineering Contractor) or Class C-31 (Construction Zone Traffic Control Contractor) license, shall perform all traffic control.

All traffic control shall be performed under the direction of qualified and competent traffic control personnel. All traffic control personnel performing flagging operations shall be trained as required by Cal/OSHA Title 8, Division 1, Chapter 4, subchapter 4 Construction Safety Orders, Article 11, Section 1599 (f) and (g), and shall provide certification of training if requested by the State Permit Inspector.

Traffic control and construction zone signing shall be performed as shown on the approved traffic control plans in accordance with the applicable Caltrans Standard Plans for traffic control, Caltrans Traffic Manual, California Manual on Uniform Traffic Control Devices, or as approved by and under the direction of the State Inspector. Where required by the plan, the use of a flashing arrowboard is MANDATORY.

The Permittee shall provide all traffic control devices and personnel. All expenses incurred from traffic control operations shall be borne by the Permittee.

Work shall not interfere with traffic and no equipment shall be parked on or operated from the traveled way unless approved by the Caltrans representative.

Minor deviations from the requirements of this section concerning hours of work may be permitted upon the written request of the Permittee if, in the opinion of the Inspector, public traffic will be better served and the work expedited. The Permittee shall not adopt these deviations until the Inspector has approved them in writing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Permittee shall close the adjacent traffic lane:

APPROACH SPEED OF PUBLIC TRAFFIC (Posted Speed Limit) (mph)	WORK AREA
Over 45	Within 6 feet of a traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if permanent railing, temporary railing or a barrier protects the work area.

Suspended Loads

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

“NO PARKING” zones shall be posted a minimum of 48 hours in advance of proposed parking lane closure.

GENERAL REQUIREMENTS

Project/Work Site

All disturbed areas shall be restored to original or better condition.

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

All personnel protective/safety equipment shall be worn and conform to the requirements in the latest edition of the Caltrans Safety Manual. Particular attention shall be given to Chapter 12 - PERSONAL PROTECTIVE EQUIPMENT in regards to the sections referring to “HEAD PROTECTION - HARD HATS” and “WARNING GARMENTS: VEST, JACKETS, SHIRTS, AND COVERALLS.”

No earth or construction materials are to be dragged or scraped across the highway pavement. No excavated earth shall be placed or allowed to remain at a location where it can be tracked on the highway traveled way,

public or private approach by the Permittee's construction equipment, or by traffic entering or leaving the highway traveled way. The Permittee shall immediately remove excavated earth or mud so tracked onto the highway pavement or public or private approach.

No excavation, maintenance hole, pullbox, or vault shall be left open overnight or unattended during work hours without written permission from the Caltrans representative and adequate protection for traffic and pedestrians is provided.

Construction Debris and Waste Materials

The Permittee solely owns all construction debris and waste materials, including hazardous waste, and shall be considered to be the generator of waste materials associated with this permitted project. Said materials shall be removed from the State right of way, stored, and disposed of in accordance with applicable local, regional, State, and Federal specifications or regulations. Construction debris and waste materials shall be disposed of:

at designated off-site commercial facilities approved to accept said materials;

at non-commercial permitted sites approved to accept said materials (Permittee must provide copies of all necessary local and State agency permits prior to disposal.);

or at sites outside of the State of California approved to accept said materials (Permittee to provide copies of permits issued by the local and State agency with jurisdiction over the site prior to disposal.).

Permittee shall provide a copy of documentation as proof of the proper disposal of said materials if so requested by the State Permit Inspector.

Survey Monumentation

Permittee's attention is directed to Section 7-1.11, "Preservation of Property," Caltrans Standard Specifications and "Professional Land Surveyors' Act," Section 8771 of the State of California Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments that might be disturbed shall be referenced or reset in accordance with the standards mentioned above.

If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces shall be constructed in accordance with Caltrans Standard Specifications, Section 81, "Monuments," and Caltrans Standard Plan A74, Type D, or equal with prior approval of the District Surveys Engineer.

Copies of Corner Record files or Record of Surveys recorded in compliance with the Business and Professions Code shall be forwarded to the Caltrans District 5 Surveys Engineer at the following address:

Department of Transportation
Survey Section
Attn: Jeremy Villegas
50 Higuera Street
San Luis Obispo, CA 93401

Material Testing

Material testing and quality control shall conform to the State Construction Manual and to the State Material Testing Manual. Testing shall be performed by a certified material-testing consultant acceptable to the State and paid for by the Permittee. Material testing and quality control tests shall be performed as required by the State's Inspector and the results thereof shall be made immediately available.

All required construction compliance tests shall be performed with the California Test Methods and shall be in accordance with the latest edition of Caltrans Independent Assurance Program Manual. A Caltrans certified laboratory shall also perform all tests and all laboratory reports shall be furnished to the Department's representative at no cost to the State.

Backfill Requirements

All backfilling and compaction shall conform to the applicable sections of the Department's Standard Specifications Section 19-5 "Compaction."

Backfilling using ponding or jetting methods are prohibited.

Cement slurry backfill containing, 2 sacks of cement per cubic yard, shall be used under all paved surfaces or as directed by the State Inspector.

Culverts with less than 2 feet of cover shall be backfilled as directed by the State Inspector with minor concrete or Class 4 concrete conforming to the provisions in **Section 90, "Portland Cement Concrete," and backfilling conforming to Sections 63 through 66** of the Caltrans Standard Specifications.

Relative Compaction (90 Percent)

Embankment compaction beyond the roadbed or outside of structure backfill shall not be less than 90 percent relative compaction unless stated otherwise in the Caltrans Standard Specifications or Caltrans Highway Design Manual.

Relative Compaction (95 Percent)

Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.5-foot below the grading plan for the width between the outer shoulders, whether in excavation or embankment.

In addition, relative compaction of not less than 95 percent shall be obtained for a minimum depth of 2.5 feet below the finished grade for the width of the traveled way plus 3 feet on each side thereof, whether in excavation or embankment.

For limits of 95 percent compaction of embankment adjacent to abutments and for retaining walls without pile foundations reference Caltrans Standard Specifications Section 19-5.03.

Existing Trees and Vegetation

This permit does not authorize the removal, severing of roots or trimming of vegetation. If work of this nature is required, a written request and approval, by the Caltrans Permit Inspector, is required in advance of performing the work. Replacement planting may be required as a mitigation measure. Excavations should be

done outside of drip line to reduce tree damage and integrity of trees. If excavations must be made within the drip line of trees (or extending tree roots) along the right of way, the trenches shall be hand dug and the utility routed beneath or around root structure. Major tree roots must not be cut or damaged. Additionally, the exposed roots shall be wrapped and kept moist until the excavation is back filled with the native material. Requests for exceptions shall be accompanied by an Arborist's recommendation.

Archaeological/Cultural Requirements

If archaeological resources or human remains are accidentally discovered during construction, work shall be halted within 150 feet of the find until a qualified professional archaeologist can evaluate it. Permittee shall notify Caltrans District Archaeologist Kelda Wilson (805) 542-4697 about the discovery immediately. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented.

Surveys

Traffic control and traffic control signage for each survey site shall be determined by and approved by the State Inspector prior to starting work.

All survey operations shall be conducted off the traveled way except where necessary to cross pavements and medians.

When survey operations are being conducted, the permittee shall furnish, place, and maintain signs and safety equipment in accordance with the latest edition of the Caltrans Survey Manual and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones.

All personnel shall wear hard hats and warning garments in the appropriate color (strong yellow-green or fluorescent versions). Work shall be done during daylight hours only.

Unless specifically authorized in this permit, markings within the right-of-way shall be temporary. Any painted markings shall be made with water-soluble paint, and other markings shall be removed upon completion of the survey.

Electromagnetic and radioactive equipment must be operated by certified personnel and shall not interfere with radio communications or be directed toward the traveling public.

Survey information and assistance may be obtained upon request to:

Department of Transportation
Survey Section
Attn: Jeremy Villegas
50 Higuera Street
San Luis Obispo, CA 93401

If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces shall be constructed in accordance with Caltrans Standard Specifications, Section 81, "Monuments," and Standard Plan A74, Type D, or equal with prior approval of the District Surveys Engineer.

Any survey data requested by or furnished to Caltrans shall be provided without charge.

Copies of Corner Records or Records of Surveys, recorded in compliance with the Business and Professions Code, shall be forwarded to the District Surveys Engineer.

Measurements across traffic lanes shall be made with electronic distance measuring devices utilizing non-visible light or other optical means.

Permittee shall provide for the safe passage of pedestrians and bicyclists.

This permit does not authorize removal, cutting, trimming or damage to any tree, shrub, or plant within the highway right of way.

Unless specifically authorized elsewhere in this permit, excavation of holes in paved surfaces is prohibited.

Any permitted excavations shall be backfilled in accordance with State standards and as directed by the State's representative.

Installation of Utilities by Trenching

The new installation of High and Low risk facilities, as defined in the Department's current MANUAL ON HIGH AND LOW RISK UNDERGROUND FACILITIES, within existing or ultimate State Highway rights of way must be not less than 42 inches below finished grade or 18 inches below the grading plane (whichever is greater), 12 inches below the grading plane of drainage structures, 30 inches below the flow line of unlined ditches, 24 inches horizontally from the face of a pile or the side of an excavation, and 36 inches below concrete sidewalks, where future street widening in the sidewalk area is not contemplated. This minimum, below concrete sidewalks, may be reduced at the discretion of the utility owner, with the permission of the Caltrans District Permit Engineer.

Cribbing and shoring in excavations, including all other applicable safety orders shall be provided to preserve the stability of the roadbed and other structures. A State of California Registered Civil Engineer shall prepare shoring plans.

No more than one lane of the highway shall be open-cut at any one time. Any exceptions shall be in writing by the Department's representative. After the utility is placed in the open section, the trench is to be backfilled in accordance with specifications, temporary repairs made to the surfacing, and that portion opened to traffic before the pavement is cut for the next section.

Whenever possible, boring is preferred to trenching to minimize disturbance to existing landscape.

During trenching operations, tree roots shall be avoided whenever possible.

If excavation operations damage roots larger than 2 inches in diameter, roots shall be cut cleanly with a saw.

If trenching operations damage more than 20% of a tree's roots, a certified Arborist shall be consulted and shall submit a mitigation recommendation.

If tree roots are damaged on the highway shoulder, regional Caltrans Tree Maintenance Supervisor shall be notified immediately.

Backfill in trenches outside of the traveled way and shoulder area in the root zones shall consist of native soil and shall be compacted, using water, to 90% or as directed by the State Inspector.

Erosion control shall be applied whenever trenching occurs in unpaved areas.

If trees are damaged and must be removed for safety reasons, a mitigation plan shall be submitted to the State Inspector for approval.

All longitudinal pavement joints shall be located such that the normal wheel tracking of traffic does not fall on a joint.

A 2-inch minimum pavement grinding shall be performed to accommodate a uniform overlay for the trench paving.

If the edges of the trench are between the edge of the traffic lane and within 1-foot of the center of the traffic lane, the minimum overlay for trench paving shall be from the outer edge of trench or center of the lane to the edge of traffic lane, whichever is greater.

If the edges of the trench straddle the center of the traffic lane, the entire lane shall be overlaid.

If 2-sack cement slurry is used to backfill the trench, a minimum of 6 inches of asphalt concrete paving or the existing AC thickness plus one additional inch, which ever is greater, shall be required above the cement slurry.

If 2-sack cement slurry is not used for backfilling the trench, the Caltrans approved backfill material shall be compacted to 95% relative compaction to 1 inch below the existing asphalt concrete per Caltrans Standards and Specifications.

All existing AC shall be saw cut to a minimum width of 3 feet over the trench to allow for a roller compactor to properly compact the AC without traveling outside of the limits of the trench walls.

All trench paving shall be constructed per Caltrans Standard and Specifications.

Cal-OSHA Safety Requirements

If the work authorized under this permit falls within one of the provisions of Section 6500 of the Labor Code, the Permittee or Permittee's contractor must have a Cal-OSHA permit before starting work covered by this permit.

Section 6500 deals with trenches, excavations, structures, falsework, scaffolding, and demolition and reads as follows:

“6500. For those employments or places of employment which by their nature involve a substantial risk of injury, the division shall require the issuance of a permit prior to the initiation of any practices, work, method, operation or process of employment. Such employment or places of employment shall be limited to:

- a) Construction of trenches or excavations that are five feet or deeper and into which a person is required to descend.
- b) The construction of any building, structure, falsework, or scaffolding more than three stories high or the equivalent height.
- c) The demolition of any building, structure, falsework or scaffold more than three stories high or the equivalent height.”

Utility Connections

Utility connections shall conform to standards and specifications set by the utility companies.

Permittee shall be responsible to notify all affected utilities to apply for and obtain a Caltrans encroachment permit, to signify that the utility will assume responsibility for newly placed facilities, prior to performing any utility work within the Caltrans right of way. Normally, these permits are issued at no cost to the utility owner. Utility’s encroachment permit shall also state that the utility will take over ownership and maintenance of any facilities installed in the Caltrans right of way for the utility by the Permittee.

Permittee shall be responsible to maintain minimum clearance requirements from all existing facilities as directed by the utility owner. If requested by the State Inspector, the Permittee shall provide documentation from the utility approving the clearance between the proposed and existing facilities.

Traffic Signal Facilities

The installation and construction of State traffic signal facilities shall conform to the Drafting and Plans Manual, Caltrans Standard Plans, Caltrans Standard Specifications, Traffic Manual and the Signal and Lighting Design Guide unless local standards exceeds that of the State’s.

All traffic signal detector loops shall be installed per Caltrans Standard Specifications – Section 86.5.

The traffic detector loop conductors shall be installed beneath the uppermost layer of asphalt concrete (minimum of 2-inches). The conductors shall be installed in the compacted layer of asphalt concrete immediately below the uppermost layer and sealed per Caltrans Standard Specifications.

The use of **hot-melt rubberized asphalt sealant** per Caltrans Standard Specifications is the preferred material to fill traffic signal detector loop conductor slots prior to final AC paving.

Paving

The structural section of the new pavement shall be determined in accordance with the R-value test(s) of the soil and the Traffic Index value for that portion of roadway, and shall be no less than the adjacent pavement. If any question should arise concerning the R-values and Traffic Index values, the Caltrans Inspector shall make the final determination regarding which values will be used.

Trench paving shall comply with the attached "Encroachment Permit Trench Detail (TR-0153)" and as directed by the Caltrans Permit Inspector to meet field conditions.

Once excavation has been initiated to place a structural section for pavement replacement, complete excavation, placement of structural base courses, and paving shall be performed in succession and continuously, without delay, until completed.

To prevent premature failure of new asphalt concrete pavement at conforming longitudinal joints or AC pavement sawcut locations, the existing pavement shall be rotomilled a minimum of 2 inches or the existing AC shall be sawcut to the limits of the nearest traveled lane, edge of traveled way, edge of pavement or as directed by the State Inspector, and shall be replaced with an equal depth asphalt concrete overlay.

Newly placed asphalt concrete roadway pavement or shoulder paving shall have a minimum width of 3 feet or as directed by the State's inspector to allow a roller compactor to compact the roadway section without contact over existing surfaces. Pavement or shoulder sawcutting to acquire the 3 feet minimum width shall be done radial to or perpendicular to the lip of curb, curb face, edge of pavement, centerline or as directed by the State Inspector.

Asphalt concrete shall be Type A, $\frac{3}{4}$ inch, maximum medium grading, and shall conform to the provisions in **Section 39, "Asphalt Concrete,"** of the Caltrans Standard Specifications.

The grade of liquid asphalt to be used for asphaltic emulsion shall be MC800 and shall conform to Caltrans Standard Specification –Section 93.

Asphalt shall conform to Caltrans Standard Specifications-Section 92, "Asphalt." **Performance Graded asphalt binder shall conform to Caltrans Specification Grade PG 64-10.** Caltrans Specification Grade PG 70-10 shall be used for AC dikes, and where paving asphalt will be used as a binder for pavement reinforcing fabric.

The placement and use of asphalt concrete products, which includes but not limited too, asphalt, aggregate, pavement reinforcing fabric, storage, drying, proportioning, mixing, subgrade preparation, prime coat, paint binder (tack coat), spreading and compacting shall comply with Caltrans Standard Specifications – **Section 39, "Asphalt Concrete."**

All conform locations in open cuts or where new paving meets existing paving shall be saw cut to a neat line the full depth of the pavement with a power driven saw or rock cutting excavator before removing any surfacing. The surfacing to remain in place shall not be disturbed or displaced by cutting or removal methods

employed. Asphalt concrete with asphalt binder, shall be placed and compacted in 2" layers or as directed by the State Inspector.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 0.15 feet will not be allowed at any time between adjacent lanes open to public traffic.

At the end of each working day if a difference exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be bladed up and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the top of existing pavement and tapered at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation.

The finished surface shall meet the straightedge requirements of **Section 39-6.03, "Compacting,"** of the Caltrans Standard Specifications. If the finished surface of the asphalt concrete does not meet the specified surface tolerances, it shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement, or (3) placing an overlay of asphalt concrete. The method will be selected by the State Inspector. The corrective work shall be at the Permittee's expense.

If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance.

Abrasive grinding shall conform to all applicable requirements in **Section 42-2** of the Caltrans Standard Specifications.

Pavement Delineation and Markings

Traffic stripes and pavement markings to be removed shall be removed at the locations shown on the plans and at the locations designated by the Engineer:

Traffic stripes and pavement markings shall be removed by any method that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. Where grinding is used, the pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking. A Caltrans Type II or Type III slurry seal may be required to correct any imperfections to the pavement as directed by the Caltrans Inspector.

Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

The removal of yellow pavement delineation may contain lead. Permittee shall be responsible to have the waste material tested for the concentration of lead. The Permittee, for work performed under an encroachment permit project, shall be considered to be the generator of the hazardous material and is solely responsible to properly process and dispose of the lead laden waste material at no cost to the State.

All striping and pavement markings, unless otherwise noted on the approved plans or permit, shall be applied in thermoplastic material in conformance with **Section 84-2, "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS,"** of the Caltrans Standard Specifications. Pavement markers shall be applied in conformance with Section 85 of the Caltrans Standard Specifications.

White edgeline stripe shall be applied in two coats of paint, in lieu of thermoplastic material, where cyclists are anticipated to frequently use the roadway or shoulder.

Maintenance Holes, Pull Boxes and Valve Boxes

Maintenance holes, valve boxes and pull boxes shall be located as far as practical from the roadway as to minimize impact to traffic when accessed.

Maintenance holes, valve boxes and pull boxes should not be placed in the traveled way or paved shoulders.

Maintenance holes placed in graded dirt shoulders shall be set flush with finished grade, and a minimum 1 foot wide minor concrete collar shall be constructed around the manhole as directed by the State Inspector.

Maintenance holes, valve boxes and pull boxes shall not be located where there is a break in grade between the pavement, gutter, curb ramps or in major traffic lanes of a cross street.

All maintenance holes, valve boxes and pull boxes shall have traffic-rated covers and shall be constructed flush with the adjacent surface.

Curbs, Gutters, and Sidewalk

New sidewalk, curb and gutter concrete shall be doweled as follows or as directed by the State Inspector. New concrete shall be doweled into existing adjacent concrete with minimum of 12 inches #4 smooth bars equally embedded, at 24 inch centers and 6 inches from the concrete edge, or as directed by the State Inspector. A minimum of one longitudinal bar shall be doweled into each, the curb and in the gutter. One end of each bar shall be greased or sleeved. Concrete sidewalk shall not be doweled into the curb and gutter.

New curb and gutter installations shall be State standard type A2-6, unless necessary to conform to existing adjacent curb and gutter installations or noted elsewhere on the approved plans.

New curb and gutter shall be constructed to drain properly without ponding.

Where curbs exist, the driveway structural section shall be a minimum of 6 inches of Portland Cement Concrete (PCC) over 6 inches of Class 2 aggregate base.

Removal of PCC Sidewalks or Curbs: sidewalks or curbs shall be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing adjacent sidewalk or curb. Existing curb and gutter may be sawcut at lip of gutter if the curb and gutter can be removed without disturbing the existing pavement structural section. New curb and gutter concrete shall be poured neat to the existing pavement and shall match the elevation of the existing pavement.

Effort shall be made to retain the existing pavement adjacent to new concrete work. If the Caltrans Permit Inspector determines that the existing pavement was damaged, or if the pavement was removed to facilitate the curb, gutter or driveway improvements, then the existing pavement shall be repaired or replaced in kind directed by the Caltrans Permit Inspector. Limits of roadway pavement repair or replacement shall be determined by the Caltrans Permit Inspector to meet field conditions and shall be a minimum of 3 feet from the flowline of the curb or lip of gutter.

All newly placed concrete shall be cured in accordance with the provisions of Section 90-7, "Curing Concrete," of Caltrans Standard Specifications.

Signs

Installation of roadside signs shall comply with all applicable portions of Caltrans Standard Specifications Section 56-2 and Caltrans Standard Plans.

Temporary and permanent signs placed within the State right of way shall comply with minimum retroreflectivity requirements of the Federal Highway Administration Manual on Uniform Traffic Control Devices, Section 2A.09.

Retroreflective sheeting shall conform to ASTM D4956 and Caltrans "Prequalified and Tested Signing and Delineation Materials."

Retroreflective sheeting shall be applied to sign panels as recommended by the retroreflective-sheeting manufacturer without stretching, tearing or damage.

Roadside signs shall be placed at locations shown on the permit plans and shall be installed in compliance with the latest edition of Caltrans Standard Plan RS1 through RS4.

Proposed sign placement shall not interfere with the visibility of any existing warning, regulatory, information or guide signs along the State Highway.

A safe pedestrian passageway width of 4 feet shall be maintained at any sign installation in areas normally traversed by pedestrians. The minimum passageway adjacent to a drop off, such as a curb face or gutter shall be at least 5 feet.

Any street signs located in the sidewalk shall be installed in a 12 inch diameter round cutout in the concrete. The cutout shall be backfilled up to 2 inches below the sidewalk surface and the remaining void topped with concrete to bring the cutout up to sidewalk surface grade. Alternate methods of installation may be used upon Caltrans' approval.

Use of square metal posts is allowed behind raised curbs. Use of metal posts at different locations or with different specifications shall be requested in writing and approved by the State Inspector prior to installation.

Square metal posts shall be installed in conformance with the manufacturer's installation instructions and as shown on the plans. Prior to installation, at the request of the Engineer, a letter from Headquarter Traffic Operations stating that the product is approved for use on the State of California highways shall be supplied by the vendor.

Steel for square metal posts and anchor posts shall meet ASTM designation A653-94 SQ grade 40. Posts, anchor posts and hardware shall be galvanized. Square metal posts and anchor posts shall be 12 Gage.

EXISTING FACILITIES

Existing improvements shall be protected or relocated as required by the work authorized by this permit. If existing improvements including pavement markings and delineation are damaged or their operation impaired by this work, they shall be replaced or restored to the satisfaction of the Caltrans representative. Such work shall be done immediately if requested by the Caltrans representative.

IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO FULLY INVESTIGATE THE PROPOSED WORK AREA FOR POSSIBLE CONFLICTS WITH EXISTING UTILITIES AND FACILITIES, INCLUDING BUT NOT LIMITED TO SEWERS, ELECTRICAL CONDUCTORS, GAS LINES, WATER PIPES AND TRAFFIC SIGNAL FACILITIES. THE PERMITTEE AGREES TO ACCEPT ALL LIABILITY FOR DAMAGES DONE TO EXISTING FACILITIES CAUSED BY THE WORK AUTHORIZED UNDER THIS PERMIT.

Caltrans does not subscribe to underground utility locating services. It is the Permittee's sole responsibility to investigate, locate, and mark existing Caltrans traffic signal equipment, loops, conduits, and street lighting facilities prior to work in or between signalized intersections and street lighting facilities.

If it is apparent that impacting traffic signal conduits during construction will be unavoidable Permittee shall install temporary overhead wiring for the signal at Permittee's own expense. Permittee shall have on hand at all times all necessary equipment and personnel needed to provide traffic control at an intersection should the traffic signal malfunction.

If a signal detector loop, including the portion leading to the adjacent pullbox is damaged by Permittee's operations the entire detector loop shall be replaced, in kind, within 24 hours of the occurrence. If an adjacent loop is damaged during the replacement, that loop shall also be replaced. The Caltrans Inspector shall be notified immediately when damage occurs. Arrangements for Caltrans Electrical operations staff shall be made to have the traffic signal controller reprogrammed.

Any utility relocation shall be performed to the reasonable satisfaction of the affected utility companies, in compliance with the State's highway encroachment policy.

WATER POLLUTION CONTROL

Discharge of Storm Water and Non-Storm Water

Work within State highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The Department's NPDES Permit requires the Permittee to comply and maintain the Water Pollution Control Program to be approved prior to starting work.

The Contractor (permittee) shall be responsible for fines assessed or levied against the Contractor or the Department as a result of the Contractor's (permittee) failure to comply with these provisions. Fines shall include civil liability fines, criminal penalties and/or damages, assessed, or levied against the Department or the Contractor, Contractor liability for failure to comply with these provisions shall also include reimbursement for payments made or costs incurred by the Department in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent in lieu of fines or penalties, in mitigation or to remediate or correct violations.

In the event that an unforeseen illicit discharge is generated during construction activities and the Caltrans Permit Inspector cannot be contacted, the Permittee or Permittee's contractor shall contact the Encroachment Permit Storm Water Coordinator, Harry Afshar (805) 459-3980 immediately. The Permittee or Permittee's contractor is responsible to contain and remediate the illicit discharge as directed by the Caltrans Permit Inspector or Encroachment Permit Storm Water Coordinator at no cost to the State.

PROJECT COMPLETION

As-Built Requirement

Upon completion of the project, the Permittee shall submit "As Built" plans to the State Inspector showing the actual location of the newly constructed City facilities to the nearest 0.1-foot horizontally and vertically. "As Built" plans shall be stamped and signed by a State of California Registered Civil Engineer who is in responsible charge. Work shall be considered incomplete until the receipt of the "As Built" plans.

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

PLEASE USE THE ATTACHED ENVELOPE (PRE-PAID POSTAGE) TO SEND THE ATTACHED NOTICE OF COMPLETION AND QUESTIONNAIRE. THANK YOU!

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 07/2007)

Permission is requested to encroach on the State Highway right-of-way as follows:
 (Complete all BOXES [write N/A if not applicable])
 This application is not complete until all requirements have been approved.

FOR CALTRANS USE	
PERMIT NO.	0508 NMC 0573
DIST/CO/RTE/PM	05-SB-225-2.25/3.00
SIMPLEX STAMP	
DIST. 05	
080573	
DATE OF SIMPLEX STAMP	10-8-2008

1. COUNTY Santa Barbara	2. ROUTE SR 225	3. POSTMILE 2.77 to 3.64
4. ADDRESS OR STREET NAME Cliff Drive	5. CITY Santa Barbara	
6. CROSS STREET (Distance and direction from site) Mesa Lane to Salida Del Sol	7. PORTION OF RIGHT-OF-WAY Both Sides	
8. WORK TO BE PERFORMED BY <input type="checkbox"/> OWN FORCES <input checked="" type="checkbox"/> CONTRACTOR	9. EST. START DATE January 2009	10. EST. COMPLETION DATE January 2010
11. EXCAVATION MAX. DEPTH: 14' (vault), 6' (trench) AVG. DEPTH: 4-5' AVG. WIDTH: 24" LENGTH: 7,080'	SURFACE TYPE Asphalt/Concrete	
12. EST. COST IN STATE HIGHWAY RIGHT-OF-WAY \$3.5M	FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input checked="" type="checkbox"/> PRIVATE	
13. PIPES PRODUCT TYPE: PVC - Schedule 80 DIAMETER: 6-5", 8-4", 2-3", 5-2" VOLTAGE / PSIG: 12kv	14. CALTRANS PROJECT E.A. NUMBER NA	

15. Double Permit Parent Permit Number _____
 Applicant's Reference Number / Utility Work Order Number _____

16. Have your plans been reviewed by another Caltrans branch? NO YES (if "YES") Who? _____

17. Completely describe work to be done within STATE highway right-of-way :
 Attach 6 complete sets of FOLDED plans (folded 8.5" x 11"), and any applicable specifications, calculations, maps, etc.
 All dimensions shall be in U.S. Customary (English) Units.

Approximately 7,080 LF of trench (Total Project)
 Southern California Edison (SCE)
 Remove: 33 utility poles
 Replace: 7 utility poles
 Install: 6 - 7' x 18' x 8' vaults
 2 - 5' x 11' x 7' vaults
 5 - 13" x 24" x 18" handholes
 6 - 17" x 30" x 18" handholes
 6 - 17" x 30" x _" (as required) handholes
 1 - 3' x 4' x 4' pull box
 3 - 3' x 5' x _" (as required) pull boxes
 1 - 2' x 3' x _" (as required) pull box
 1 - 72" x 94" x 48" capacitor pad

City
 Install: 20 Streetlights
 3 - 16" x 16" x 48" meter pedestals
 40 - 19 3/4" x 14 1/4" x 12" pull boxes

Cox Communications
 Install: 17 - 2' x 3' pull boxes
 5 - 17" x 30" pull boxes
 1 - 10" x 17" pull box
 3 - 3' x 5' vault
 1 - 18" x 30" x 48" CTV Node Cabinet
 1 - 28" x 30" x 48" CTV Power Supply Cabinet

Verizon
 Install: 6 - 5' x 10.5' x 10.5' Manholes
 1 - 3' x 5' x 3' Pull Box
 5 - 2' x 3' x 2' Handholes
 4 - 17" x 30" x 24" Handholes

*Note: Pole removal will be upon completion of undergrounding.

18. Is a city, county, or other agency involved in the approval of this project?
 YES (if "YES", check type of project and attach environmental documentation and conditions of approval.)
 COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER **Underground Utility Project (Rule 20A)**
 CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____

NO (if "NO", please check the category below which best describes the project, and complete page 4 of this application.)
 DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE, OR RESURFACING FENCE
 PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS MAILBOX
 FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS EROSION CONTROL
 OTHER _____ LANDSCAPING

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?
 (if "YES", provide a description) YES NO

20. Is this project on an existing highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building?
 YES NO (if "YES", provide a description)

21. Is work being done on applicant's property? YES NO (if "YES", attach site and grading plans.)

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 07/2007)

PERMIT NO. _____

22. Will this proposed project require the disturbance of soil? YES NO
 If "YES", estimate the area within State Highway right-of-way in square feet AND acres: TBD - best estimate is 14,200 (ft²) AND 0.33 (acres)
 estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)

23. Will this proposed project require dewatering? YES NO
 If "YES", estimate total gallons AND gallons/month _____ (gallons) AND _____ (gallons/month)
 SOURCE: STORM WATER NON-STORM WATER
 (*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

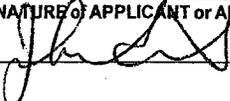
24. How will any storm water or ground water be disposed of from within or near the limits of this proposed project?
 Storm Drain System Combined Sewer / Storm System Storm Water Retention Basin
 Other (explain): NA

PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees to that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with Caltrans rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Departments NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:
<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

25. NAME of APPLICANT or ORGANIZATION (Print or Type) City of Santa Barbara		E-MAIL ADDRESS Larroyo@santabarbaraca.gov	
ADDRESS of APPLICANT or ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code) PO Box 1990 Santa Barbara, CA 93102			
PHONE NUMBER (805) 564-5486		FAX NUMBER (805) 564-5467	
26. NAME of AUTHORIZED AGENT / ENGINEER (Print or Type) John Ewasiuk		IS LETTER OF AUTHORIZATION ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
ADDRESS of AUTHORIZED AGENT / ENGINEER (Include City and Zip Code) PO Box 1990 Santa Barbara, CA 93102		E-MAIL ADDRESS Jewasiuk@santabarbaraca.gov	
PHONE NUMBER (805) 564-5373		FAX NUMBER (805) 564-5467	
27. SIGNATURE of APPLICANT or AUTHORIZED AGENT 	28. PRINT OR TYPE NAME John Ewasiuk	29. TITLE Principal Civil Engineer	30. DATE 9/4/08

APPENDIX C

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CUSTOMER SERVICE QUESTIONNAIRE
 TR-0164 (REV. 02/01)

PERMIT NUMBER

Dear Customer,

Our goal is to provide the best service possible to our customers. Please take a few minutes to complete this questionnaire. Your comments will enable us to see how we are doing overall and any areas which may need improvement.

PLEASE TELL US HOW WE'RE DOING

INSIDE THE OFFICE	EXCELLENT	VERY GOOD	GOOD	POOR
Staff courteous and helpful				
Staff quick and efficient				
Explanations and instructions clear				
TELEPHONE ANSWERING				
Timely response				
Receiving information or answers				
INSPECTION				
Inspector courteous and helpful				
Pre-construction meeting set and held in a timely manner				
Inspector at job site frequently				
Inspector able to answer questions and deal with problems				
OVERALL PERFORMANCE				
What would you say is our overall performance?				
Is there a staff person you would like to commend?	STAFF'S NAME:			

COMMENTS:

NAME (Optional)	BUSINESS PHONE NUMBER ()	DATE
-----------------	------------------------------	------

DISTRICT 5 NOTIFICATION REQUIREMENTS

The following provisions shall apply to all permit work requiring temporary lane closures or traffic detours:

Temporary Lane Closures

Notification of temporary lane closures or traffic detours shall be given to the State Inspector for his approval using copies of the attached form entitled, **WEEKLY TRAFFIC UPDATE**. Notification shall be submitted to the State Inspector by 12:00 PM (noon) Tuesday, prior to the week of the proposed closure or detour. Notifications submitted after the aforementioned deadline cannot be approved for the upcoming week. **All traffic control requiring the temporary closure of lanes or detour of traffic shall be approved in advance by the State Inspector.**

Ramp Closures

Seven days prior to an approved ramp closure, advance notice shall be posted at the ramp entrance using the attached sign detail plan SC6. In addition, an SC8 sign shall be posted at the preceding ramp the day of the closure unless otherwise approved by the State representative.

Special Notifications

If construction activities such as road closures or traffic detours may result in significant traffic congestion, Permittee shall be responsible for coordinating advance notification to local newspapers, television and radio stations, and emergency response providers with both the State Inspector and the Caltrans Public Information Officer, telephone (805) 549-3237. Public notice may include press releases and/or traffic signing.

Permittee shall complete and submit the attached form entitled **PUBLIC AFFAIRS PROJECT NOTIFICATION** to the Caltrans Public Affairs Office prior to 12:00 PM (noon) the Wednesday prior to the approved closure or event. Additional information or clarification may be required in the form of a written description of the activities in a format that is suitable for a press release. The form may be delivered by fax to (805) 549-3638.

Horizontal and Vertical Requirements for Extra-Legal Loads

Permittee shall provide written notification to the Caltrans Permit Inspector or Caltrans Representative, of anticipated horizontal or vertical lane restrictions which will affecting extra-legal loads up to 16' wide and 18' high, or ramp closures/reopenings that may affect extra-legal loads traveling through the project area. Said notification shall be delivered to the inspector no fewer than fifteen days prior to proposed change. Permittee shall immediately notify the Caltrans Permit Inspector or Caltrans Representative as soon as the restriction is no longer present.

Transportation Permit Office Fax Numbers:

Southern Region Transportation Permits	(909) 388-7001
Northern Region Transportation Permits	(916) 322-4966
District Five Permit Office	(805) 549-3062

PUBLIC AFFAIRS PROJECT NOTIFICATION

This Project Notification should be faxed to Public Affairs as early as possible prior to beginning any construction or maintenance project. Please fill out this form as thoroughly as possible.

TO: PUBLIC AFFAIRS PHONE: (805) 549-3237
(805) 549-3138

ATTN: Susana Cruz FAX: (805) 549-3326
Jim Shivers

E.A OR PERMIT NUMBER:

COUNTY, ROUTE & POSTMILE:

PROJECT LIMITS (location in miles, distances from nearest landmarks or cities, etc.):

PROJECT DESCRIPTION AND PURPOSE FOR PROJECT:

RE/SUPV: PHONE: FAX:

CONTRACTOR: FROM (CITY):

CONTRACT BID AMOUNT:

ANTICIPATED DATE TO *BEGIN CONSTRUCTION:

ALLOTTED WORKING DAYS:

ANTICIPATED *COMPLETION DATE:

ANTICIPATED TRAFFIC CONTROL & HOURS OF CLOSURE:

ANTICIPATED TRAFFIC DELAYS:

COMMENTS: (What else does the public need to know? Diagrams, maps also helpful):

*Please let Public Affairs know of changes in Startup or Completion dates.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

WEEKLY TRAFFIC UPDATES

Inspector _____

PERMITS

For the Week of: _____

Please send this form to your designated PERMIT INSPECTOR each week if you will be performing work that will impact traffic (lane closures, ramp closures, traffic control, etc.)

Weekly Traffic Updates must be received by Tuesday 12:00 PM (noon) the week prior to the requested date(s) of the planned traffic control. Failure to meet the deadline may result in the denial of the requested traffic control. The State Permit Inspector may also require changes to the requested traffic control prior to its approval.

We appreciate your cooperation. These updates need to be done in a timely manner in order to provide information to the traveling public we serve. THANKS!!!!

APPENDIX C

DATE	TIME (begin / end)	Location – Cross Streets, County Route, and Post Mile (from / to)	Impact on Traffic (Description)	Reason

Send or fax to: Your PERMIT INSPECTOR

Your Name: _____ Phone: _____ FAX: _____

Company/Dept.: _____ PERMIT #: _____

Rev. 05/2008 (MSWord)

APPENDIX C

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 06/2006)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. Day and night time lane closures shall comply with the MUTCD and CA Supplement (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the MUTCD and CA Supplement (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 15'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
 20. **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.
 21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
 22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
 1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
 24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 31.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to rearrange a permitted installation upon request by the Department, for State construction, reconstruction, or maintenance work on the highway. The permittee at his sole expense, unless under a prior agreement, JUA, or a CUA, shall comply with said request.
 26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
 27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
 28. **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

APPENDIX C

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.

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

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.

4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation

shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

Permittee understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

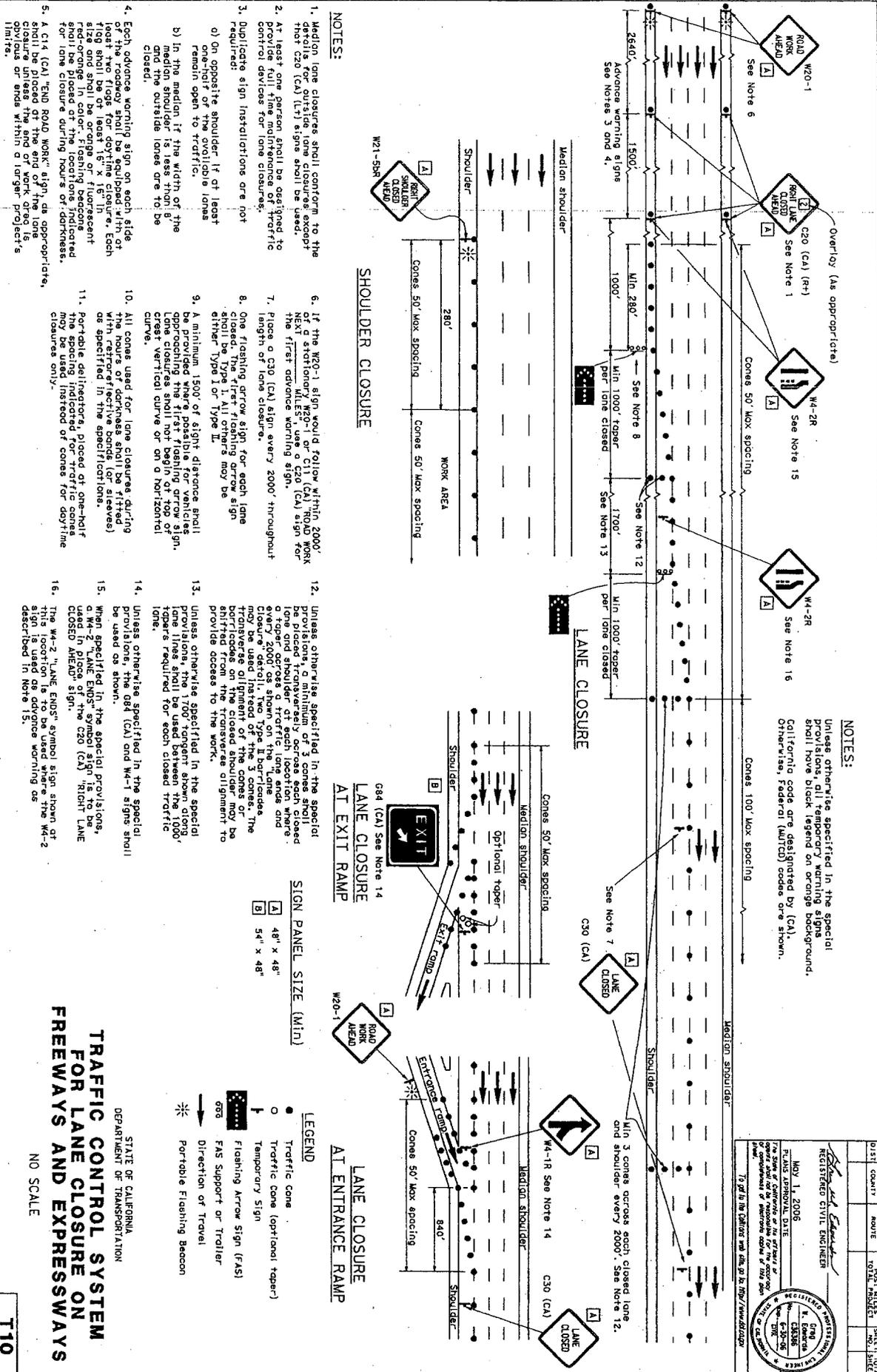
33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State. The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.

35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.

36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.

37. **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.



- NOTES:**
- Median lane closures shall conform to the details for outside lane closures except that C20 (CA) LTI signs shall be used.
 - At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closures.
 - Duplicate sign installations are not required:
 - On opposite shoulder if at least one-half of the available lanes remain open to traffic.
 - In the median if the width of the median shoulder is less than the median shoulder lanes are to be closed.
 - Each advance warning sign on each side of the roadway shall be equipped with or without flashing beacons. Each sign shall be at least 5' x 15' in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
 - A C14 (CA) "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure and within the advance warning area of ends within a larger project's limits.

SHOULDER CLOSURE

LANE CLOSURE

LANE CLOSURE AT EXIT RAMP

LANE CLOSURE AT ENTRANCE RAMP

SIGN PANEL SIZE (Min)

LEGEND

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS

NO SCALE

T10

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

REGISTERED CIVIL ENGINEER
MAY 1, 2006
PLANS APPROVAL DATE
THE SEAL OF OFFICE OF THE REGISTERED CIVIL ENGINEER IS TO BE PLACED ON ALL PLANS AND CONTRACTS OF THE STATE OF CALIFORNIA.
19 2nd St. California Seal and Seal to the State of California

UNLESS OTHERWISE SPECIFIED IN THE SPECIAL PROVISIONS, ALL TEMPORARY WARNING SIGNS SHALL HAVE BLACK LEGEND ON ORANGE BACKGROUND. CALIFORNIA CODE ARE DESIGNATED BY (CA). OTHERWISE, FEDERAL (MUTCD) CODES ARE SHOWN.

1. Median lane closures shall conform to the details for outside lane closures except that C20 (CA) LTI signs shall be used.

2. At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closures.

3. Duplicate sign installations are not required:

- On opposite shoulder if at least one-half of the available lanes remain open to traffic.
- In the median if the width of the median shoulder is less than the median shoulder lanes are to be closed.

4. Each advance warning sign on each side of the roadway shall be equipped with or without flashing beacons. Each sign shall be at least 5' x 15' in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.

5. A C14 (CA) "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure and within the advance warning area of ends within a larger project's limits.

6. If the W20-1 sign would follow within 2000' of a stationary W20-1 or C14 (CA) ROAD WORK sign, the first advance warning sign, the first advance warning sign.

7. Place a C30 (CA) sign every 2000' throughout length of lane closure.

8. One flashing arrow sign for each lane closed. The first flashing arrow sign shall be Type I or Type II.

9. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Closures shall not begin on a curve or crest vertical curve or on a horizontal curve.

10. All cones used for lane closures during the hours of darkness shall be fitted as specified in the special provisions.

11. Portable deflector, placed at one-half the spacing indicated for traffic cones closures only.

12. Unless otherwise specified in the special provisions, a minimum of 3 cones shall be placed across the closed lane and a taper across a traffic lane ends and every 2000' as shown on the "lane closure detail." Two Type II barricades. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.

13. Unless otherwise specified in the special provisions, the 1700' tangent shown along lane lines shall be used between the 1000' tapers required for each closed traffic lane.

14. Unless otherwise specified in the special provisions, the C84 (CA) and W4-1 signs shall be used as shown.

15. When specified in the special provisions, a W4-2 "LANE ENDS" symbol sign is to be used in place of the C30 (CA) "RIGHT LANE CLOSED AHEAD" sign.

16. The W4-2 "LANE ENDS" symbol sign shown at this location is to be used where the W4-2 sign is used as advance warning as described in Note 15.

2006 STANDARD PLAN T10

C-30

TYPICAL LANE CLOSURE

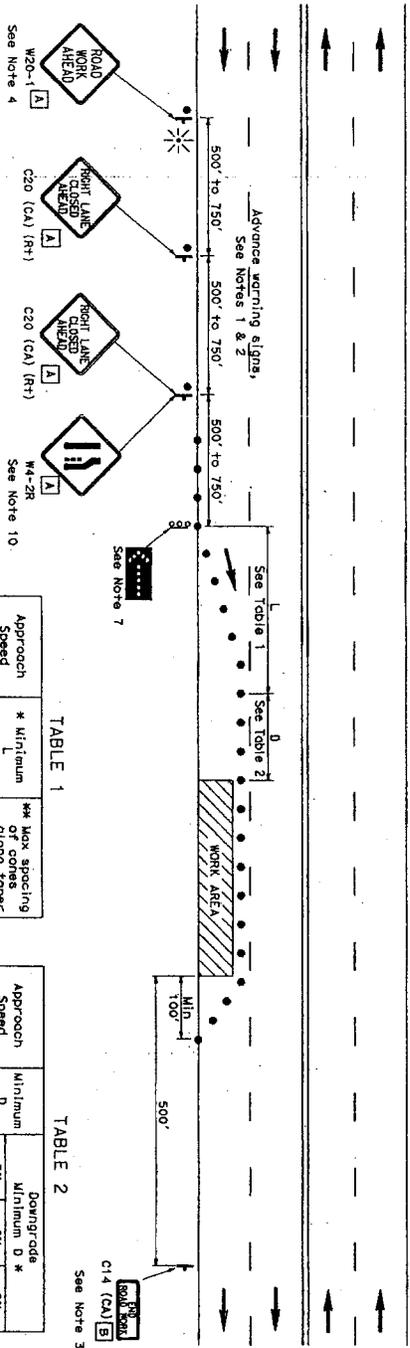


TABLE 1

Approach Speed	* Minimum L	** Max spacing of cones along taper
mph	ft	ft
20 and below	80	20
25	125	25
30	160	30
35	245	35
40	320	40
45	540	45
Over 50	600	50

* Use L for lane width less than or equal to 12'.
** See Note 9
** See Note 8.

TABLE 2

Approach Speed	Minimum D	Downgrade Minimum D *		
		-3%	-6%	-9%
mph	ft	ft	ft	ft
25 and below	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	448	474	507
Over 50		See Note 9		

* Use on sustained downgrade steeper than -3 percent and longer than 1 mile.
** See Note 9

SIGN PANEL SIZE (MIN)

- 1 36" x 36"
- 2 36" x 18"

LEGEND

- Traffic Cone
- ⬇ Temporary Sign
- ↔ Direction of Travel
- ⚡ Flashing Arrow Sign (FAS)
- ⚡ FAS Support or Trailer
- ☼ Portable Flashing Beacon

- NOTES:
- Where approach speeds are low, advance warning signs may be placed at 300' spacing and placed closer in urban areas.
 - Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed on the top edge, indicated for lane closure during hours of darkness.
 - A C14 (CA) "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure, unless the end of work area is obvious, or ends within a longer project's limits.
 - If the W20-1 sign would follow within 2000' of a stationary W20-1 or C11 (CA) "ROAD WORK NEXT MILES", use a C20 (CA) sign for the first advance warning sign.
 - All cones used for lane closures during the hours of darkness shall be fitted with retro-reflective bands (or sleeves) as specified in the specifications.
 - Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
 - Flashing arrow sign shall be either Type I or Type II.
 - The maximum spacing between cones along a tangent shall be 50' and along a taper shall be approximately as shown in Table 1.
 - For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure on Freeway and Expressways" plan for lane closure details and requirements.
 - When specified in the special provisions, a W4-2 "LANE ENDS" symbol sign is to be used in place of the C20 (CA) "RIGHT LANE CLOSED AHEAD" sign.

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS

NO SCALE

T11

0131 COUNTY ROUTE 2850 SHEETS PROJECT SHEETS TOTAL SHEETS NO. SHEETS

REGISTERED CIVIL ENGINEER

NOV 1, 2006

THE SEAL OF CALIFORNIA OR THE OFFICE OF THE REGISTERED PROFESSIONAL ENGINEER SHALL BE VALID FOR THE STATE OF CALIFORNIA ONLY. THE SEAL OF CALIFORNIA OR THE OFFICE OF THE REGISTERED PROFESSIONAL ENGINEER SHALL BE VALID FOR THE STATE OF CALIFORNIA ONLY.

To get the correct web link go to: <http://www.dgs.gov>

NOTES:

Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on orange background. California codes are designated by (CA). Otherwise, Federal (FED) codes are shown.

- LEGEND**
- Traffic cone
 - ⊥ Temporary sign
 - Direction of Travel
 - Flashing Arrow Sign (FAS)
 - FAS Support or Trailer
 - ☼ Portable Flashing Beacon

TABLE 1

Approach Speed	* Minimum L	** Max spacing along taper
20 and Below	80	77
25	125	20
30	180	25
35	245	30
40	320	35
45	400	40
50	600	45
Over 50	See Note 11	50

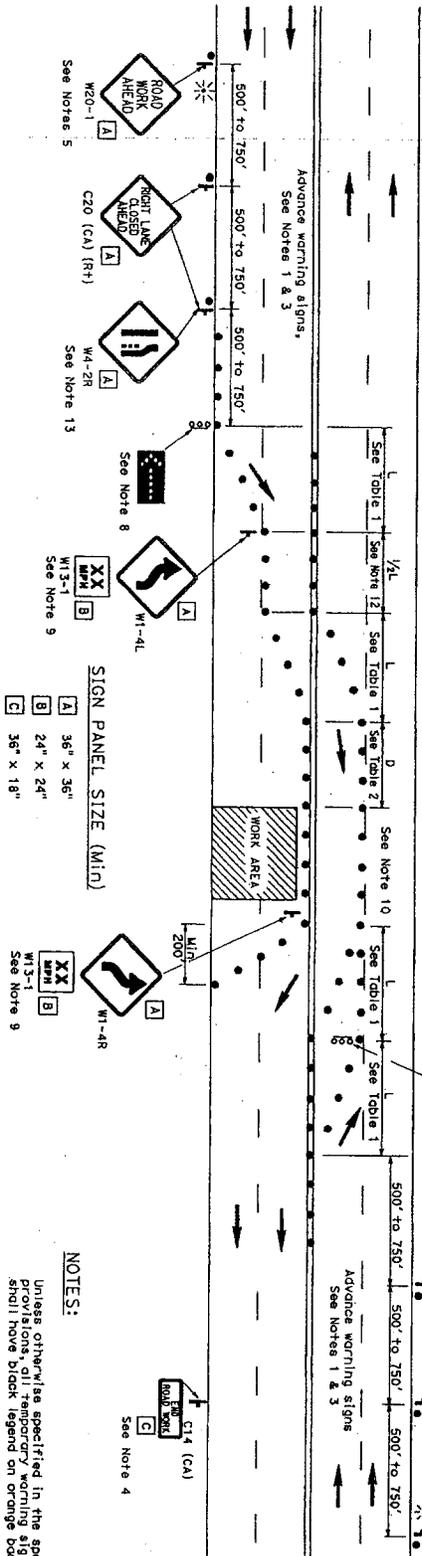
* Use L for lane widths less than or equal to 12'.
** See Note 10.

TABLE 2

Approach Speed	Downgrade Minimum D *		
	-3%	-6%	-9%
25 and Below	155	158	161
30	200	205	215
35	250	257	287
40	305	315	333
45	360	378	400
50	425	446	474
Over 50	See Note 11	507	

* Use on austriated downgrade steeper than -3 percent and longer than 1 mile.

TYPICAL CLOSING OF HALF ROADWAY



- NOTES:**
- Where approach speeds are low, advance warning signs may be placed at 300' spacing and placed closer in urban areas.
 - At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closure unless otherwise directed by the Engineer.
 - Each advance warning sign in each direction of travel shall be equipped with at least two flags for daytime closure. Each flag shall be of fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
 - A C14 (CA) "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure, unless the end of work area is obvious, or ends within a taper project's limits.

- If the W20-1 sign would follow within 2000' of a stationing W20-1 or C11 (CA) "ROAD WORK NEXT MILE" sign, use a C20 (CA) sign for the first advance warning sign.
- All cones used for lane closure during the retroreflective bands (or sleeves) as specified in the specifications.
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
- Flashing arrow sign shall be either Type I or Type II.
- Advisory speed will be determined by the Engineer. The W13-1 sign will not be required or maximum speed limit.

SIGN PANEL SIZE (min)

A	36" x 36"
B	24" x 24"
C	36" x 18"

SIGN PANEL SIZE (min)

A	36" x 36"
B	24" x 24"
C	36" x 18"

- The maximum spacing between cones along a tangent shall be 50' and along a taper shall be approximately as shown in Table 1.
- For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.
- Unless otherwise specified in the special provisions, the (L) shown between the two (L) lane closure taper's shall be used.
- When specified in the special provisions, a W4-2 "one End" symbol sign is to be used in place of the C20 (CA) "RIGHT (LEFT) LANE CLOSED AHEAD" sign.

- NOTES:**
- Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on orange background. California codes are designated by (CA). Otherwise, Federal (FHWD) codes are shown.

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

NO SCALE
T12

DATE: _____ COUNTY: _____ ROUTE: _____ TOTAL MILES: _____ DATE: _____

REGISTERED CIVIL ENGINEER

NOV 1, 2006

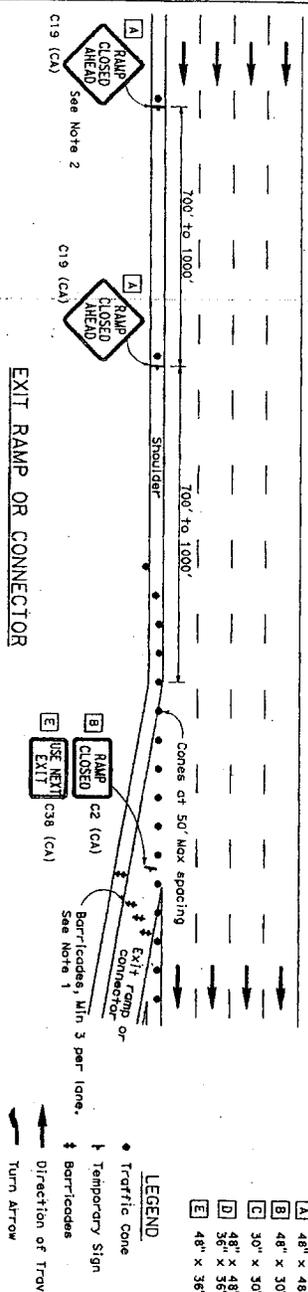
MAYIS AERONAUTICAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICER OR EMPLOYEE SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS PLAN.

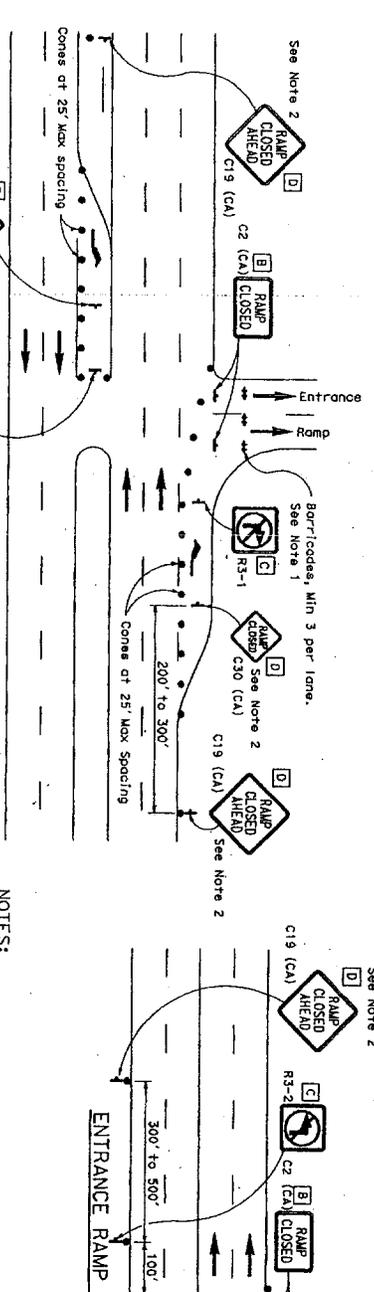
To get to the Office visit site go to Hwy/Highways

2006 STANDARD PLAN T12

TYPICAL RAMP CLOSURES



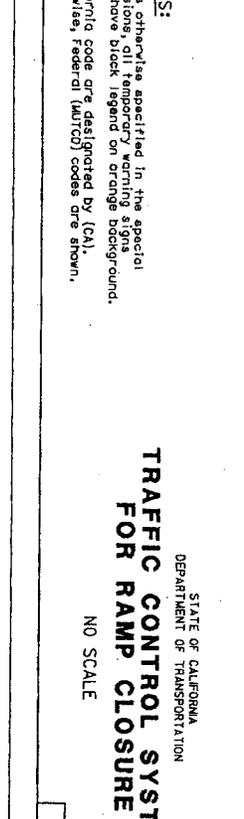
EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITH TURNING POCKETS



ENTRANCE RAMP WITHOUT TURNING POCKETS



NOTES:
 unless otherwise specified in the special provisions of the contract, all traffic signs shall have black legend on orange background. California code are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

TRAFFIC CONTROL SYSTEM FOR RAMP CLOSURE

NO SCALE

T114

NOTES:

- Barricades shall be Type I, II or III for closures lasting one week, or less and Type IV for closures lasting longer than one week.
- In addition to placing the C19 (CA) "RAMP CLOSED AHEAD" and C30 (CA) "RAMP CLOSED" signs, block an orange overlay plates with the word "CLOSED" on the sign. The sign shall be placed on all guide signs that refer to the closed ramp. The letter size on the overlay shall be the same as the guide sign.
- Each advance C19 (CA) "RAMP CLOSED AHEAD" sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color.
- All cones used for ramp closure during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime ramp closures only.
- At least one person shall be assigned to provide full time supervision of the control devices, unless otherwise directed by the Engineer.
- The existing "EXIT" sign in the gore area shall be covered during ramp closures.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

REGISTERED CIVIL ENGINEER
 MAY 1, 2006
 PLANS APPROVAL DATE
 THE SEAL OF CALIFORNIA IS THE PROPERTY OF THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE BOARD.

10 per cent of the contract will be paid to the State of California.

STORM WATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT

TR-0400 (Rev 02/2008)

1. **GENERAL:** The Permittee shall comply with the following Special Provisions and the direction of the State Representative:
2. **NPDES REQUIREMENTS:** The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans-NPDES Permit requirements. For additional information, visit the State Water Resources Control Boards Stormwater Website at <http://www.swrcb.ca.gov/stormwtr/index.html>
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee shall be responsible for preventing all dirt, trash, debris, and other construction waste from entering storm drains, local creeks, or any other bodies of water.
4. **SPOILS AND RESIDUE:** The Permittee shall vacuum or sweep any saw-cut spoils, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.
5. **SWEEPING:** Roadways and other paved areas shall be swept daily. Roadways or work areas shall not be washed down with water.
6. **VEHICLES AND EQUIPMENT:** Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills, and properly dispose of contaminated soil and materials.
8. **CLEANING VEHICLES AND EQUIPMENT:** The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site.
9. **DIESEL FUELS:** The use of diesel fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.
11. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.
12. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. No such protection measures shall cause an obstruction to the traveling public.
13. **PAINT:** Rinsing of painting equipment and materials is not permitted in state right-of-way. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.
14. **CONSTRUCTION MATERIALS:** All construction materials, including concrete, grout, cement containing premixes, and mortar, shall be stored under cover and separated away from drainage areas. Stored materials shall not reach a storm drain.
15. **CONCRETE EQUIPMENT:** Concrete equipment shall be washed in a designated washing area that prevents effluent from discharging to drainage conveyances.
16. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Disturbance to existing vegetation shall be minimized whenever possible. Damaged or removed vegetation shall be replaced as directed by the State Representative.
17. **SOIL DISTURBANCE:** Soil disturbing activities shall be avoided during the rainy season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented.
18. **SLOPE STABILIZATION AND SEDIMENT CONTROL:** In cases where slopes are disturbed during construction, soil shall be secured with soil stabilization and sediment control measures. Fiber rolls or silt fences may be required downslope until permanent soil stabilization is established.
19. **STOCKPILES:** Sand, dirt, and similar materials shall be stored at least 50 feet from drainage features and shall be covered and protected with a temporary perimeter sediment barrier.
20. **DISCOVERY OF CONTAMINATION:** The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
21. **DEWATERING:** All dewatering operations shall comply with the latest Caltrans guidelines. Any effluent discharged into any storm water system requires approval from the Regional Water Quality Control Board. The Permittee shall provide the State Representative with a copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board.

NOTICE OF MATERIALS TO BE USED

CEM-3101 (REV 05/2006) CT#7541-3511-1

**NOTICE OF MATERIALS TO BE USED
INSTRUCTIONS TO PERMITTEE/CONTRACTOR**

Section 6 of the *State Standard Specifications* states that, "the Contractor shall furnish the Engineer/Caltrans Permit Inspector a list of the Contractor's sources of materials and the location at which those materials will be available for inspection."

In order to avoid delay in approval of materials, the Department of Transportation must receive, in a timely manner, your faxed Form CEM-3101, "Notice of Materials to Be Used." When filing your Form CEM-3101, please comply with the following instructions:

1. The Contract Number/Permit Number and job limits should be the same as they appear on the special provisions/encroachment permit.
2. The column headed "Contract Bid Item Number" refers to the sequential item number of the contract, if applicable.
3. The column headed "Item Code" refers to the number for which the material is to be used, if applicable. It is a six digit number.
4. The column headed "Contract Item Description" refers to an item description of the material as described in the special provisions.
5. The columns headed "Item Component" and "Item Sub-component" refer to the specific description of material to be used, not necessarily the name of the contract item.

For Example:

Contract Bid Item Number	Item Code	Contract Item Description	Item Component	Item Sub-Component
		Bar Reinforcing steel	Coupler (service splice)	Service Splice, CJP welded

6. The column headed "Manufacturer/Provider" refers to the manufacturer/fabricator of the item and the supplier/vendor of the item. List the name and address of the Manufacturer/Fabricator. Also, list the name and address of the location where inspection will occur, if different from the Manufacturer/Fabricator.
7. Form CEM-3101, "Notice of Materials to Be Used," must be faxed to (916) 227-7084, Attn: Materials Administrator or postal mail to: Material Engineering and Testing Services, 5900 Folsom Blvd., Sacramento, CA 95819.

If the sources of materials are not known at the beginning of a contract, submit a Form CEM-3101, "Notice of Materials to Be Used," for a given bid item as soon as a provider is known. Multiple submittals may be necessary. Resubmit a Form CEM-3101, "Notice of Materials to Be Used," for all changes or revisions.

When placing orders for materials that require inspection prior to shipment, be sure to indicate on your request form that state inspection is required before shipment.

PEDESTRIAN SAFETY (MCP) SPECIAL PROVISIONS

In addition to the attached General Provisions (Form TR-0045), the following special provisions are also applicable:

1. When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.
2. Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards

SIDEWALKS (CS) SPECIAL PROVISIONS

In addition to the attached General Provisions (TR-0045), the following special provisions are applicable:

1. A State issued permit is required for any landscaping or tree installation, including installation of tree wells.
2. A separate permit must be obtained from Caltrans for any driveway, handicap-ramp installations or any sidewalks that are other than Portland Cement Concrete constructed in compliance with Caltrans Standard Specifications.
3. Traffic control is authorized only between 9 am and 3 p.m., Monday through Friday, holidays excluded. Any traffic control that requires lane closure shall be in compliance with the appropriate traffic control plan. Where required by the plan, the use of a flashing arrowboard is MANDATORY.
4. New curb and gutter installations shall be State Standard Type A2-6, unless necessary to conform to existing adjacent curb and gutter installations.
5. Normally, the back edge of a sidewalk shall be placed on the right of way line. Sidewalk width shall be minimum of 5'.
6. Alignment and grade of gutter and sidewalk shall match the existing.
7. Existing concrete curb and paved shoulder shall be saw cut to a neat line prior to excavating and forming. Existing concrete sidewalk shall be saw cut at the scoreline. Paved shoulder shall be replaced with asphalt concrete paving material equal "in kind" and thickness to existing shoulder and shall conform to lip of new curb and gutter.
8. Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit, and utility relocation shall be completed prior to the installation of any new curb, gutter or sidewalk.
9. A monolithic pour of sidewalk and curb and gutter shall not be permitted.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT STEEL PLATE BRIDGING UTILITY PROVISIONS

TR -0157 (Rev. 12/2008)

To accommodate excavation work, steel plate bridging may be necessary. All conditions for use of steel plate bridging should be set forth in the special provisions.

Consideration of steel plate bridging should take into account the following factors:

1. Traffic volume and composition.
2. Duration and size of the proposed excavation.
3. Weather conditions.

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring (see Trenching & Shoring) may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plate bridging on freeways is not allowed.
2. Steel plates used for bridging must extend a minimum of 12" beyond the edges of the trench.
3. Steel plate bridging shall be installed to operate with minimum noise.
4. The trench shall be adequately shored, **as mentioned in Section 629 of the Encroachment Permits Manual** to support the bridging and traffic loads.
5. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
6. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

As required by the district, steel plate bridging and shoring shall be installed using either Method (1) or (2):

Method 1 [For speeds greater than 45 mph]:

The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Method 2 [For Speeds less than 45 mph]:

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry or an equivalent slurry that is satisfactory to the Caltrans' representative.

The contractor is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications. Unless specifically noted or granted in the special provisions, or approved by the State representative, steel plate bridging shall not exceed 4 consecutive working days in any given week. Backfilling of excavations shall be covered with a minimum 3" temporary layer of cold asphalt concrete.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width	Minimum Plate Thickness
10"	One-half inch - 1/2"
1'-11"	Three-quarters inch - 3/4"
2'-7"	Seven-eighths inch - 7/8"
3'-5"	One inch - 1"
5'-3"	One & three-quarter inch - 1 1/4"

NOTE: For spans greater than 5'-3", a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right of way whether used in or out of the traveled way shall be without deformation. Inspectors can determine the trueness of steel plates by using a straight edge and should reject any plate that is permanently deformed.

Steel plates used in the traveled portion of the highway shall have a surface that was manufactured with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342 (See Appendix H, Encroachment Permits Manual). If a different test method is used, the permittee may utilize standard test plates with known coefficients of friction available from each Caltrans District Materials Engineer to correlate skid resistance results to California Test Method 342. Based on the test data, the permittee shall determine what amount of surface wear is acceptable, and independently ascertain when to remove, test, or resurface an individual plate.

Caltrans Inspectors should not enforce plate removal unless it is permanently deformed or delivered without the required surfacing. However, an inspector should document in a diary all contacts with the contractor.

A Rough Road sign (W8-8) with black lettering on an orange background may be used in advance of steel plate bridging. This sign is used along with any other required construction signing.

Surfacing requirements are not necessary for steel plates used in parking strips, on shoulders not used for turning movements, or on connecting driveways, etc., not open to the public.

TRAFFIC STRIPING, MARKINGS, AND SIGNS (MCS) SPECIAL PROVISIONS

In addition to the attached General Provisions (TR-0045), the following special provisions are also applicable:

1. Traffic striping, pavement markings and signs shall be furnished and placed by the permittee and the cost shall be borne by the permittee. Where new asphalt concrete has been placed, painted striping and pavement markings shall be installed within 24-hours. Where shown on the plans, after thirty (30) days curing time, thermoplastic materials shall be applied in compliance with Section 84 of the Standard Specifications.
2. Roadside signs shall be placed at locations shown on the permit plans and shall be installed in compliance with the latest edition of Caltrans Standard Plans.
3. Permittee shall furnish to State's representative a completed Form CEM-3101 "Notice of Materials to be Used," and approval of the material used shall be obtained prior to its installation.

APPENDIX C

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT OVERHEAD UTILITY PROVISIONS

TR - 0162 (Rev. 12/2007)

OH1. LOCATION POLE LINES, ETC.:

Pole lines shall be located as specifically directed in the provisions of the permit.

shall they be so attached as to girdle the tree or interfere with its growth. Guy wires shall be kept to a minimum elevation above ground as directed.

OH2. INSTALLATIONS AND CLEARANCES:

Horizontal clearances, as measured from the edge of traveled way to the installation, shall be in accordance with the minimum desirable clear recovery zone for a conventional highway which is 20'. In no case is a pole allowed closer than 1.5' behind a curb face or less than 2' from the edge of a slope catch point or a driveway, or within a drainage ditch. New installations should adhere to setback limits or should be protected. Consideration should be given to placing such encroachments underground in shoulder or parking areas. Also, installations and clearances shall comply with applicable orders of the Public Utilities Commission of the State of California, or the California Occupational Safety and Health (CAL-OSHA) Safety Orders, whichever is greater.

OH6. ANCHOR:

No anchor shall be placed closer to the traveled way than the pole itself.

OH7. REMOVE OLD POLES, GUY, and STUBS:

The entire length of poles and stubs shall be removed from the ground and the holes backfilled. Guy rods shall be removed to a minimum depth of 3' below original ground.

OH8. AERIAL CROSSING:

No work involving new or additions to existing aerial crossings shall be performed in rainy, foggy or inclement weather which creates hazardous conditions for highway users.

OH3. PERMISSION FROM PROPERTY OWNERS:

When necessary, permission shall be secured from the abutting property owners in written form by the permittee before starting work.

OH9. CLEARANCE FROM CURBS:

The face of poles shall not be placed closer than 1.5' from any curb face.

OH10. POLE INSTALLATION OR REMOVAL:

Where poles are to be installed or removed behind the curb in a parkway that is paved with Portland Cement Concrete, the concrete shall be saw cut, removed and replaced to the nearest score lines or expansion joints. The hole in the PCC sidewalk created by pole removal shall be temporarily backfilled with 2" minimum temporary AC at the time the pole is removed. Poles are not to be installed without prior approval of the final location by the Department's field representative.

OH4. CLEARANCE OF TREES:

Unless otherwise specifically required by the Department, protected cables, tree wires or plastic tree wire guards used for communication lines may be used through trees where necessary, provided the installation and any necessary pruning does not damage or affect the appearance of the tree or the tree itself will not be damaged. This allowance does not apply to scenic highways.

OH11. CONTROLLED ACCESSWAY

Poles, anchors and stubs shall not be installed in any way that would obstruct the sight triangle of any controlled accessway. All requests shall be packaged in accordance to policy.

OH5. GUY WIRES:

No guy wires are to be attached to trees except as may be specified in the permit and in no event

APPENDIX C

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION ENCROACHMENT PERMIT UNDERGROUND UTILITY PROVISIONS

TR - 0163 (Rev. 05/2006)

Highway and Freeway encasement requirements for Transverse crossings of Utility installations, installed by the following methods. The pavement or roadway shall not be open-cut unless specifically allowed under a "UT" permit. Utility installations shall not be installed inside of culverts or drainage structures.

The installation of Uncased High Pressure Natural Gas pipelines, on a case by case basis may be allowed, when in compliance with TR-0158 Special Provisions, "Exception to Policy" for Uncased High Pressure Natural Gas Pipelines.

Encasement Requirements based on: Installation Method, Type of Highway Facility and Material Transported in carrier.						
Facility Type	Bore and Jack		Directional Drilling		Trenching	
	Frwy/Expwy	Conventional	Frwy/Expwy	Conventional	Frwy/Expwy	Conventional
High Risk (Section 605)	Encase	Encase	Encase	Encase	Encase	Encase
Low Risk (Section 605)	Encase	Encase	Encase	Encase	Encase	Optional
Exempt Facilities (Section 605)	Encase	Encase	Optional	Optional	Optional	Optional
Pressurized Fluids	Encase	Encase	Encase	Encase	Encase	Encase
Natural Gas Lines Minimum 7.5' Depth (Appendix H)	Optional	Optional	Optional	Optional	Optional	Optional
Gravity Flows	Encase	Encase	Encase	Encase	Optional	Optional

Note: "Optional" means at the option of the District Permit Engineer. Transverse crossings require encasement.

UG 1. CASINGS:

Casings should be steel conduit with a minimum inside diameter sufficiently larger than the outside diameter of the pipe or ducts to accommodate placement and removal. The casing can be either new or used steel pipe, or an approved connector system. Used pipe shall be pre-approved by the Department's engineer or representative before installation.

When the method of Horizontal Directional Drilling is used to place casing, the use of High Density Polyethylene Pipe (HDPE) as casing is acceptable. In specific instances the approval of Headquarters Office of Encroachment Permits, may be required.

Reinforced Concrete Pipe (RCP) in compliance of State Standard Specifications is an acceptable carrier for storm drain gravity flow or non-pressure flow. RCP when installed by Bore & Jack shall have rubber gaskets at the joints, and holes for grouting of voids left by jacking operations, see "E" below.

- A. All pipes 6" or larger in diameter, or placement of multiple pipes or ducts, regardless of diameters, shall require encasement.
- B. Minimum wall thickness for steel pipe casing for different lengths and diameters of pipes are as follows:

Minimum Wall Thickness		
Casing Pipe (Diameter)	Up to 150 ft (Length)	Over 150 ft (Length)
6" to 28"	1/4"	1/4"
30" to 38"	3/8"	1/2"
40" to 60"	1/2"	3/4"
62" to 72"	3/4"	3/4"

- C. Spiral welded casing is authorized provided the casing is new and the weld is smooth.
- D. The ends of the casing shall be plugged with ungrouted bricks or other suitable material approved by the Department's representative.
- E. When required by the Department's representative, the permittee shall at his expense, pressure grout the area between the pavement and the casing from within the casing in order to fill any voids caused by the work covered under this permit. The increments for grout holes inside the pipe shall be 8' staggered and located 22-1/2 degrees from vertical axis of the casing. Pressure shall not exceed 5 psig for a duration sufficient to fill all voids.
- F. The installation of multiple casings shall be installed with a minimum of 1-1/2 diameter clearance between casings, but not less than 18". The clearance between casings crossing freeways shall be two (2) diameters minimum, but not less than 24".
- G. The casings placed within freeway right-of-way shall extend to the access control lines.
- H. Wing cutters, if used, shall be a maximum of 1" larger than the casing. Voids caused by the use of wing cutters shall be grouted in accordance with "E" above.
- I. A band welded to the leading edge of the casing should be placed square to the alignment. The band should not be placed on the bottom edge. Flaring the lead section on bores over 100' shall not be permitted.
- J. All casing lengths shall equal to the auger length.
- K. The casings within conventional highways shall extend 5' beyond the back of curb or edge of pavement, or to the right of way line if less. Where PCC cross-gutter exists, the casing shall extend at least 5' beyond the back of the cross-gutter, or to the right of way line if less.

APPENDIX C

Bore and receiving pits shall be:

- A. Located at least 10' or more from the edge of pavement on conventional highways in rural areas.
- B. Located 5' behind the concrete curb or AC dike on conventional highways in urban areas.
- C. Located 5' outside the toe of slope of embankment areas.
- D. Located outside freeway right of way.
- E. Adequately fenced and/or have a Type-K barrier placed around them.
- F. Adequately shored in accordance with Cal-OSHA requirements. Shoring for jacking and receiving pits located within 15' of traffic lanes on a State highway shall not extend more than 36" above the pavement grade unless otherwise authorized by Department's representative. Reflectors shall be affixed to the shoring on the sides facing traffic. A 6' chain link fence shall be installed around the perimeter of the pits during non-working hours.
- G. All pits should have crushed-rock and sump areas to clear groundwater and water used to clean the casing. Where ground water is found and pumping is required, the pits shall be lined with filter fabric.

UG 2. DIRECTIONAL DRILLING: Bore and Receiving Pits

When directional drilling is the approved method for pipe installation, drilling plans shall contain information listed as follows:

1. Location of: entry and exit point, access pit, equipment, and pipe staging area.
2. Proposed drill path alignment (horizontal and vertical).
3. Location and clearances of all other facilities.
4. Depth of cover.
5. Soil analysis.*
6. Carrier pipe length, diameter, thickness, and material (HDPE/steel) and ream pipe diameter.
7. Detailed carrier pipe calculations confirming ability to withstand installation loads and long term operational loads including H₂O.
8. Proposed drilling fluid composition, viscosity, and density (based on soils analysis).
9. Drilling fluid pumping capacity, pressures, and flow rates
10. State right-of-way lines, property, and utility right of way or easement lines.
11. Elevations.
12. Type of tracking method/system and accuracy used.
13. A detailed plan for monitoring ground surface movement (settlement or heave) resulting from the drilling operation.

* May be waived by the District Permit Engineer for HDD jobs less than 6" in diameter and a traverse crossing less than 150'.

UG 3. LIMIT OF EXCAVATION:

No excavation is allowed within 10' from the edge of pavement except in curbed urban areas or as specified in the permit. Where

no curb exists and excavations within 10' of the traveled way are to remain open, a temporary Type-K railing shall be placed at a 20:1 taper or as otherwise directed by the Department.

UG 4. TUNNELING:

Review, requirements of Section 623.6 of the Encroachment Permits Manual, if applicable. In addition to the requirements of "UG1" the following requirements apply:

- A. For the purpose of this provision, a tunnel is defined as any pipe, 30" or larger in diameter placed.
- B. When tunneling is authorized, the permittee shall provide full-time inspection of tunneling operations. The Department's representative shall monitor projects.
- C. A survey grid shall be set and appropriately checked over the centerline of the pipe jacking or tunneling operation. Copies of the survey notes shall be submitted to the Department's representative.
- D. Sand shields may be required as ground conditions change.
- E. The method used to check the grade and alignment shall be approved by the Department's representative.
- F. Pressure grouting for liner plates, rib and spiling, or rib and lagging tunnels shall be at every 8' section or at the end of work shift before the next section is excavated. All grouting shall be completed at the end of each workday.
- G. A method for securing the headway at the end of each workday is required. Breastplates shall be installed during working hours for running sand or super-saturated soil.

UG 5. HIGH AND LOW RISK FACILITIES:

High and Low Risk Facilities, as defined in the Department's current Manual on High and Low Risk Underground Facilities, shall be installed with a minimum cover of 42".

UG 6. EXEMPT AND OTHER UNDERGROUND FACILITIES:

A. Exempt Facilities:

1. Gas service lines no larger than 2" in diameter or operating at 60 psig or less.
2.Underground electrical service conductors with a potential to ground of 300 volts or less.
3.Departmental owned electrical systems.

B. All facilities other than high and low risk shall have a minimum cover of 36" except for service connections, which shall have a minimum cover of 30".

UG 7. DETECTOR STRIP:

A continuous metallic detector strip shall be provided with non-metallic main installations. Service connections shall be installed at right angles to the centerline of the State highway where possible.

UG 8. BACKFILLING:

APPENDIX C

All backfilling shall conform to the applicable sections of the Department's Standard Specifications. Ponding or jetting methods of backfilling is prohibited.

Any required compaction tests shall be performed by a certified laboratory at no cost to the Department and the laboratory report furnished to the Department's representative.

UG 9. ROADWAY SURFACING AND BASE MATERIALS:

When the permit authorizes installation by the open cut method, surfacing and base materials and thickness thereof shall be as specified in the permit.

Temporary repairs to pavements shall be made and maintained upon completion of backfill until permanent repairs are made. Permanent repairs to pavements shall be made within thirty (30) days of completion of backfill unless otherwise specified by the Department. Temporary pavement patches shall be placed and maintained in a smooth riding plane free of humps and/or depressions.

UG 10. DAMAGE TO TREE ROOTS:

No tree roots over 3" will be cut within the tree drip line when trenching or other underground work is necessary adjacent to roadside trees. The roots that are 3" or more in diameter inside the tree drip line shall be tunneled under and wrapped in burlap and kept moist until the trench is refilled. Trenching machines may not be used under trees if the trunk or limbs will be damaged by their use.

If the trees involved are close together and of such size that it is impractical to protect all roots over 3" in diameter, or when roots are less than 4" in diameter, outside tree drip line, special arrangements may be made whereby pruning of the tree tops to balance the root loss can be done by the permittee under the close supervision of the District Landscape Specialist or District Tree Maintenance Supervisor. Manholes shall not be installed within 20' of any trunk.

UG 11. PIPES ALONG ROADWAY:

Pipes and conduits paralleling the pavement shall be located as shown on the plans or located outside of pavement as close as possible to the right-of-way line.

UG 12. BORROW AND WASTE:

Borrow and waste will be allowed within the work limits only as specified in the permit.

UG 13. MARKERS:

The permittee shall not place any markers that create a safety hazard for the traveling public or departmental employees.

UG 14. CATHODIC PROTECTION:

The permittee shall perform stray current interference tests on underground utilities under cathodic protection. The permittee shall notify the Department prior to the tests. The permittee

shall perform any necessary corrective measures and advise the Department.

UG 15. TIE-BACKS:

A. Tie-backs shall be placed for the sole purpose of supporting shoring and/or soldier piles placed outside State highway rights-of-way to facilitate permittee's excavation.

B. Tiebacks shall be disconnected from the shoring and/or soldier piles one (1) year prior to releasing the bond.

UG 16. INSTALLATION BY OPEN CUT METHOD:

When the permit authorizes installation by the open cut method no more than one lane of the highway pavement shall be open-cut at any one time. Any exceptions shall be in writing by the Department's representative. After the pipe is placed in the open section, the trench is to be backfilled in accordance with specifications, temporary repairs made to the surfacing and that portion opened to traffic before the pavement is cut for the next section.

If, at the end of the working day, backfilling operations have not been properly completed, steel plate bridging shall be required to make the entire highway facility available to the traveling public in accordance with the Steel Plate Bridging Special Provisions (TR-0157)

UG 17. PAVEMENT REMOVAL:

PCC pavement to be removed shall be saw cut at a minimum depth of 4" to provide a neat and straight pavement break along both sides of the trench. AC pavement shall be saw cut to the full depth.

Where the edge of the trench is within 2' of existing curb and gutter or pavement edge, the asphalt concrete pavement between the trench and the curb or pavement edge shall be removed.

UG 18. MAINTAIN ACCESS:

Where facilities exist (sidewalks, bike paths), a minimum width of 4' shall be maintained at all times for safe pedestrian and bicyclist passage through the work area.

UG 19. SIDES OF OPEN-CUT TRENCHES:

Sides of open cut trenches in paved areas shall be kept as nearly vertical as possible. Trenches shall not be more the 2' wider than the outside diameter of the pipe to be laid therein, plus the necessary width to accommodate shoring.

UG 20. EXCAVATION UNDER FACILITIES:

Where it is necessary to excavate under existing curb and gutter, or underground facilities, the void shall be backfilled with two (2) sack cement-sand slurry.

UG 21. PERMANENT REPAIRS TO PCC PAVEMENT:

Repairs to PCC pavement shall be made of Portland Cement Concrete containing a minimum of 658 lbs. or 7 sack of cement per cubic yard. Replaced PCC pavement shall equal existing

APPENDIX C

pavement thickness. The concrete shall be satisfactorily cured and protected from disturbance for not less than forty-eight (48) hours. Where necessary to open the area to traffic, no more than two (2%) percent by weight of calcium chloride may be added to the mix and the road opened to traffic after six (6) hours.

UG 22. REMOVAL OF PCC SIDEWALKS OR CURBS:

Concrete sidewalks or curbs shall be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing sidewalk or curb.

UG 23. SPOILS:

No earth or construction materials shall be dragged or scraped across the highway pavement, and no excavated earth shall be placed or allowed to remain at a location where it may be tracked on the highway traveled way, or any public or private approach by the permittee's construction equipment, or by traffic entering or leaving the highway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach shall be immediately removed by the permittee.

APPENDIX C

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PAYMENT BOND OF STATE HIGHWAY ENCROACHMENT PERMITTEE

TR-0018 (REV. 10/2007)

PLEASE FILL OUT FORM COMPLETELY

[To Accompany the Permit]

Streets and Highways Code Section 677

BOND NUMBER		ENCROACHMENT PERMIT NUMBER 0508 NMC 0573			PRINCIPAL	
LOCATION	DISTRICT 05	COUNTY SB	ROUTE 225	POSTMILE 2.25/3.0	PREMIUM AMOUNT	EFFECTIVE DATE

INSTRUCTIONS TO SURETY COMPANY

On the Surety Bond, under the "Description of Attached Document," on the line labeled "Title or Type of Document," the Surety Company shall list the description of either PERFORMANCE BOND or PAYMENT BOND and shall also include the ENCROACHMENT PERMIT NUMBER.

On the line, under the "signer is representing", the Surety Company shall also include the telephone number of the Principal.

Performance bonds and payment bonds shall be held in force for a period of one-year, from the date of project completion, unless so stipulated differently by the State.

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as **PRINCIPAL**,
having an address for service of _____
and _____

a Surety Company qualified and duly licensed to do business in the State of California, as **SURETY**, are held and firmly bound to the **STATE OF CALIFORNIA**, as **OBLIGEE**, in the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$ 250,000.00), lawful money of the United States of America, to be paid to the **OBLIGEE**, for which payment, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, to those persons referred to in paragraph 4 below.

THAT THE CONDITION OF THIS OBLIGATION IS SUCH:

1. That whereas **PRINCIPAL** has made, or is about to make, application to the State of California for a permit under Article 2 of Chapter 3 of Division 1 of the Streets and Highways Code to place, change or renew an encroachment in, under or over any portion of a state highway, and Streets and Highways Code Section 677 requires a bond payable to the State of California as a condition therefore, this payment bond is executed and tendered in accordance therewith.
2. That this bond shall be subject to all of the terms and provisions of the afore-mentioned provisions of the Streets and Highways Code.
3. That if the **PRINCIPAL** shall fail to faithfully perform the work for which the encroachment permit was issued, or fail to pay all encroachment permit fees then the **SURETY** herein shall pay for the same, otherwise this obligation is null and void.
4. No right of action shall accrue under this bond to or for the use of any person or entity other than the State of California.

APPENDIX C

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PAYMENT BOND OF STATE HIGHWAY ENCROACHMENT PERMITTEE

TR-0018 (REV. 10/2007)

5. That this bond shall be deemed continuous in form, remain in full force and effect up to a period of one-year from the date of project completion, or until cancellation or withdrawal of the **SURETY COMPANY** from the bond by means of abatement. If no work has commenced under the encroachment permit, the **SURETY** may cancel this bond upon thirty (30) days written notice to the **OBLIGEE**.

Bond cancellation notices shall be sent to the Department of Transportation's District Office issuing the encroachment permit (See Appendix G, Encroachment Permits Manual). The notice of cancellation shall include the Encroachment Permit Number and the project's location: county, route, and post mile.

http://www.dot.ca.gov/hq/traffops/developserv/permits/encroachment_permits_manual/index.html

6. That the **SURETY** shall bear no liability on this bond in the event the encroachment permit issued to the **PRINCIPAL** is cancelled or withdrawn prior to commencement of work on State property by the **PRINCIPAL**.
7. This bond is executed to comply with the provisions of Chapter 3 of Division 1 of the Streets and Highways Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure, and said bond shall be subject to all of the terms and provisions thereof.

NAME OF PRINCIPAL		DATE
BUSINESS ADDRESS OF PRINCIPAL		BUSINESS PHONE
CITY	STATE	ZIP CODE
PRINT OR TYPE NAME OF AUTHORIZED SIGNATURE AND TITLE	AUTHORIZED SIGNATURE AND TITLE	

NAME OF SURETY		DATE
BUSINESS ADDRESS OF SURETY		BUSINESS PHONE
CITY	STATE	ZIP CODE

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney. Executed on (date) _____ in (CITY) _____ (STATE) _____ under the laws of the State of California.

PRINT OR TYPE NAME OF ATTORNEY-IN-FACT FOR SURETY	SIGNATURE OF ATTORNEY-IN-FACT FOR SURETY
---	--

APPENDIX C

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PERFORMANCE BOND OF STATE HIGHWAY ENCROACHMENT PERMITTEE

TR-0001 (REV. 10/2007)

PLEASE FILL OUT FORM COMPLETELY

[To Accompany the Permit]

Streets and Highways Code Section 677

BOND NUMBER		ENCROACHMENT PERMIT NUMBER 0508 NMC 0573			PRINCIPAL	
LOCATION	DISTRICT 05	COUNTY SB	ROUTE 225	POST MILE 2.25/3.0	PREMIUM AMOUNT	EFFECTIVE DATE

INSTRUCTIONS TO SURETY COMPANY

On the Surety Bond, under the "Description of Attached Document," on the line labeled "Title or Type of Document," the Surety Company shall list the description of either PERFORMANCE BOND or PAYMENT BOND and shall also include the ENCROACHMENT PERMIT NUMBER.

On the line, under the "signer is representing", the Surety Company shall also include the telephone number of the Principal.

Performance bonds and payment bonds shall be held in force for a period of one-year, from the date of project completion, unless so stipulated differently by the State.

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as **PRINCIPAL**,
having an address for service of _____,
and _____

a Surety Company qualified and duly licensed to do business in the State of California, as **SURETY**, are held and firmly bound to the **STATE OF CALIFORNIA**, as **OBLIGEE**, in the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$ 250,000.00), lawful money of the United States of America, to be paid to the **OBLIGEE**, for which payment, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, to those persons referred to in paragraph 4 below.

THAT THE CONDITION OF THIS OBLIGATION IS SUCH:

1. That whereas **PRINCIPAL** has made, or is about to make, application to the State of California for a permit under Article 2 of Chapter 3 of Division 1 of the Streets and Highways Code to place, change or renew an encroachment in, under or over any portion of a state highway, and Streets and Highways Code Section 677 requires a bond payable to the State of California as a condition therefore, this payment bond is executed and tendered in accordance therewith.
2. That this bond shall be subject to all of the terms and provisions of the afore-mentioned provisions of the Streets and Highways Code.
3. That if the **PRINCIPAL** shall fail to faithfully perform the work for which the encroachment permit was issued, or fail to pay all encroachment permit fees then the **SURETY** herein shall pay for the same, otherwise this obligation is null and void.
4. No right of action shall accrue under this bond to or for the use of any person or entity other than the State of California.

APPENDIX C

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PERFORMANCE BOND OF STATE HIGHWAY ENCROACHMENT PERMITTEE

TR-0001 (REV. 10/2007)

5. That this bond shall be deemed continuous in form, remain in full force and effect up to a period of one-year from the date of project completion, or until cancellation or withdrawal of the **SURETY COMPANY** from the bond by means of abatement. If no work has commenced under the encroachment permit, the **SURETY** may cancel this bond upon thirty (30) days written notice to the **OBLIGEE**.

Bond cancellation notices shall be sent to the Department of Transportation's District Office issuing the encroachment permit (See Appendix G, Encroachment Permits Manual). The notice of cancellation shall include the Encroachment Permit Number and the project's location: county, route, and post mile.

http://www.dot.ca.gov/hq/traffops/developserv/permits/encroachment_permits_manual/index.html

6. That the **SURETY** shall bear no liability on this bond in the event the encroachment permit issued to the **PRINCIPAL** is cancelled or withdrawn prior to commencement of work on State property by the **PRINCIPAL**.
7. This bond is executed to comply with the provisions of Chapter 3 of Division 1 of the Streets and Highways Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure, and said bond shall be subject to all of the terms and provisions thereof.

NAME OF PRINCIPAL		DATE
BUSINESS ADDRESS OF PRINCIPAL		BUSINESS PHONE
CITY	STATE	ZIP CODE
PRINT OR TYPE NAME OF AUTHORIZED SIGNATURE AND TITLE		AUTHORIZED SIGNATURE AND TITLE

NAME OF SURETY		DATE
BUSINESS ADDRESS OF SURETY		BUSINESS PHONE
CITY	STATE	ZIP CODE

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney. Executed on (date) _____ in (CITY) _____ STATE) _____ under the laws of the State of California.

PRINT OR TYPE NAME OF ATTORNEY-IN-FACT FOR SURETY	SIGNATURE OF ATTORNEY-IN-FACT FOR SURETY
---	--

Appendix C

ENCROACHMENT PERMIT RIDER

TR-0122 (REV 6/99)

Collected By	Permit No. (Original) 0508 NMC 0573
Rider Fee Paid \$ EXEMPT	Dist/Co/Rte/PM 05-SB-225-2.25/3.0
Date May 15, 2009	Rider Number 0509 NRD 0266

1st Rider

TO: City of Santa Barbara
P.O. Box 1990
Santa Barbara, CA 93102

ATTN: John Ewasiuk
PHONE: (805) 564-5373

, PERMITTEE

In compliance with your request of May 15, 2009 we are hereby amending the above numbered encroachment permit as follows:

The daytime work hours specified in original permit number 0508 NMC 0573 shall be revised to state:

"All work on this permit shall be performed on weekdays between the hours of 8:30 AM to 4:30 PM excluding designated legal holidays, unless stated otherwise for traffic control. All daytime lane closures shall only be performed on Monday through Friday between the hours of 8:30 AM and 4:30 PM unless shown otherwise on the approved traffic control plans."

Permittee and Permittee's contractor shall monitor traffic queues and traffic delays. If traffic queues or delays become excessive, as determined by the State Permit Inspector, hours of operation shall be adjusted as directed by the State Permit Inspector.

Permittee shall provide a City of Santa Barbara contact and contact phone number so Caltrans may direct any calls or complaints from the public regarding this permitted project to the City.

Page 1 of 2

FILE
Permittee
David M. Martinez (Insp.)
Martin Sanchez

APPROVED:

Richard Krumholz, District Director

BY:


For
Steven A. Senet, District Permit Engineer

C-53

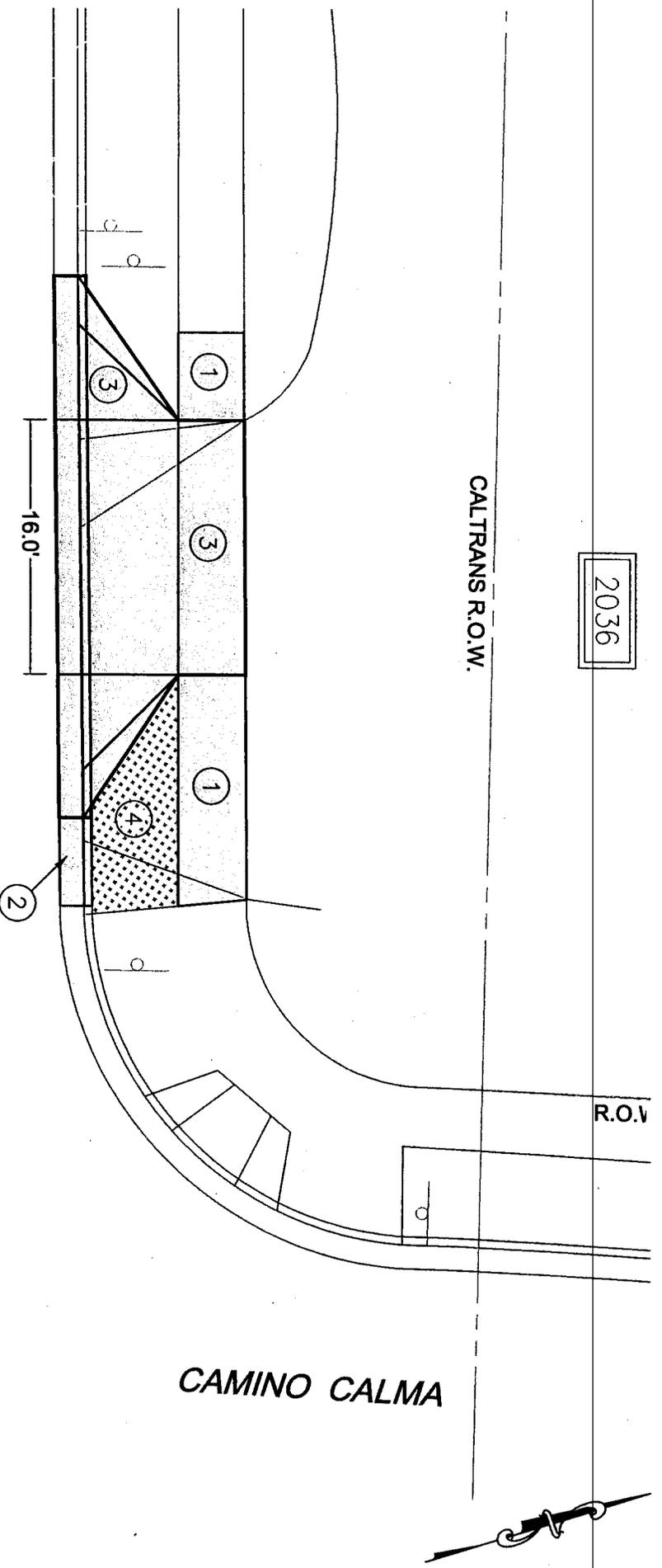
City of Santa Barbara
0509 NRD 0266
05-SB-225-2.25/3.0
Page 2 of 2

Except as amended, all other terms and provisions of the original permit and any rider thereto shall remain in effect.

2036

CALTRANS R.O.W.

R.O.V.



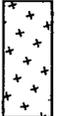
CLIFF DRIVE

CAMINO CALMA

CONSTRUCTION NOTES

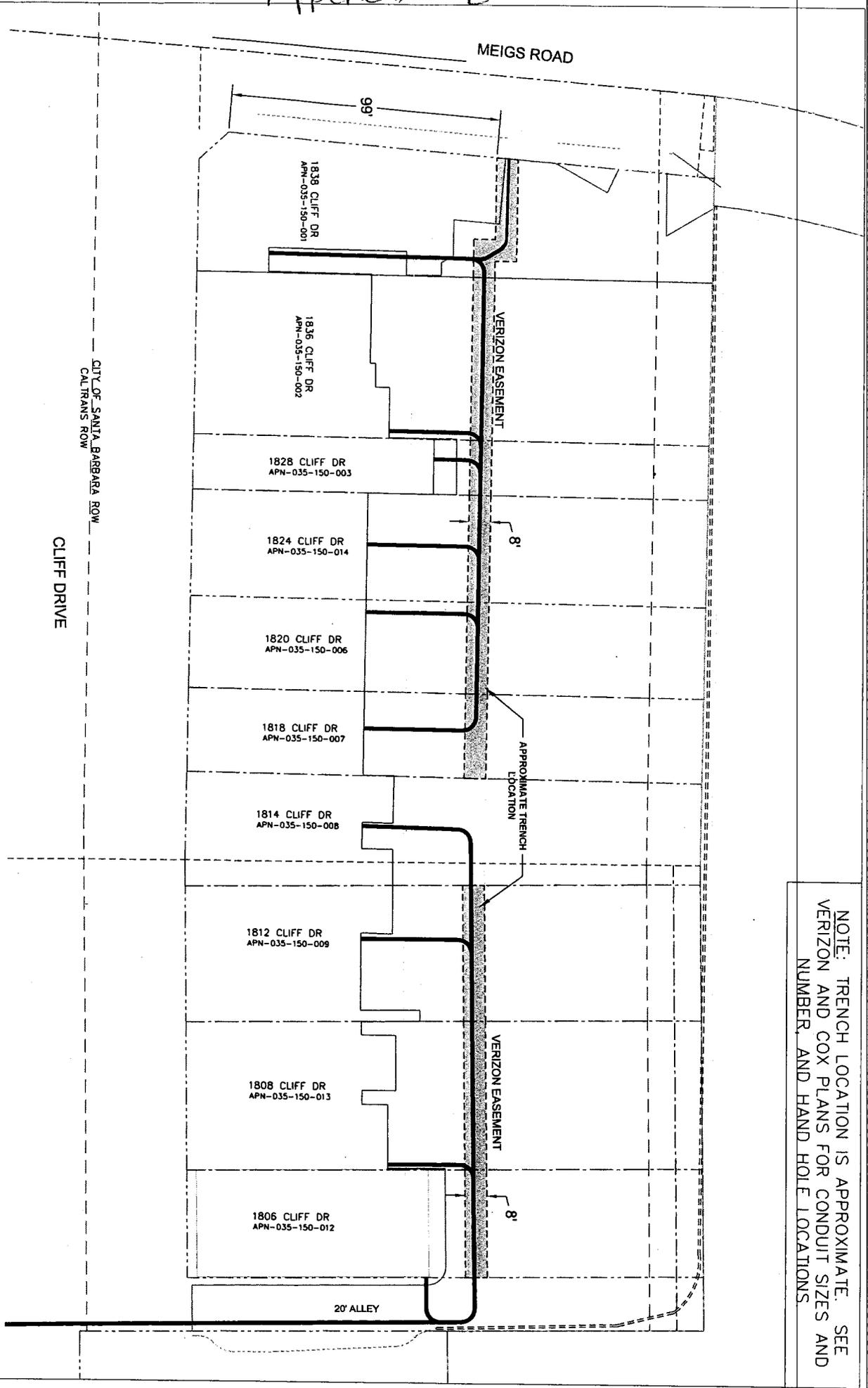
- ① CONSTRUCT CONCRETE SIDEWALK PER CALTRANS STANDARD DETAILS RSP A838
- ② CONSTRUCT CONCRETE CURB & GUTTER PER CALTRANS STANDARD DETAILS
- ③ CONSTRUCT CONCRETE DRIVEWAY PER CALTRANS STANDARD DETAILS
- ④ REMOVE & DISPOSE

LEGEND

-  NEW CONCRETE CONSTRUCTION
-  REMOVE EXISTING HARDSCAPE

NO.	DESCRIPTION	DATE APPROVED	BY	SCALE	FILE NO.
UNDERGROUND UTILITY DISTRICT #10 CLIFF DRIVE 2036 CLIFF DR.			CITY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT-ENGINEERING DIVISION APPROVED: _____ CITY ENGINEER		
			SCALE: VERT. NA HORZ. 1" = 10' DATE: _____		FILE NO. 7193 SHEET 1 OF 1

Appendix E



NOTE: TRENCH LOCATION IS APPROXIMATE. SEE VERIZON AND COX PLANS FOR CONDUIT SIZES AND NUMBER, AND HAND HOLE LOCATIONS.

NO.	DESCRIPTION	DATE	APPROVED	BY

UNDERGROUND UTILITY DISTRICT #10
CLIFF DRIVE
 1800 BLOCK CLIFF DR.

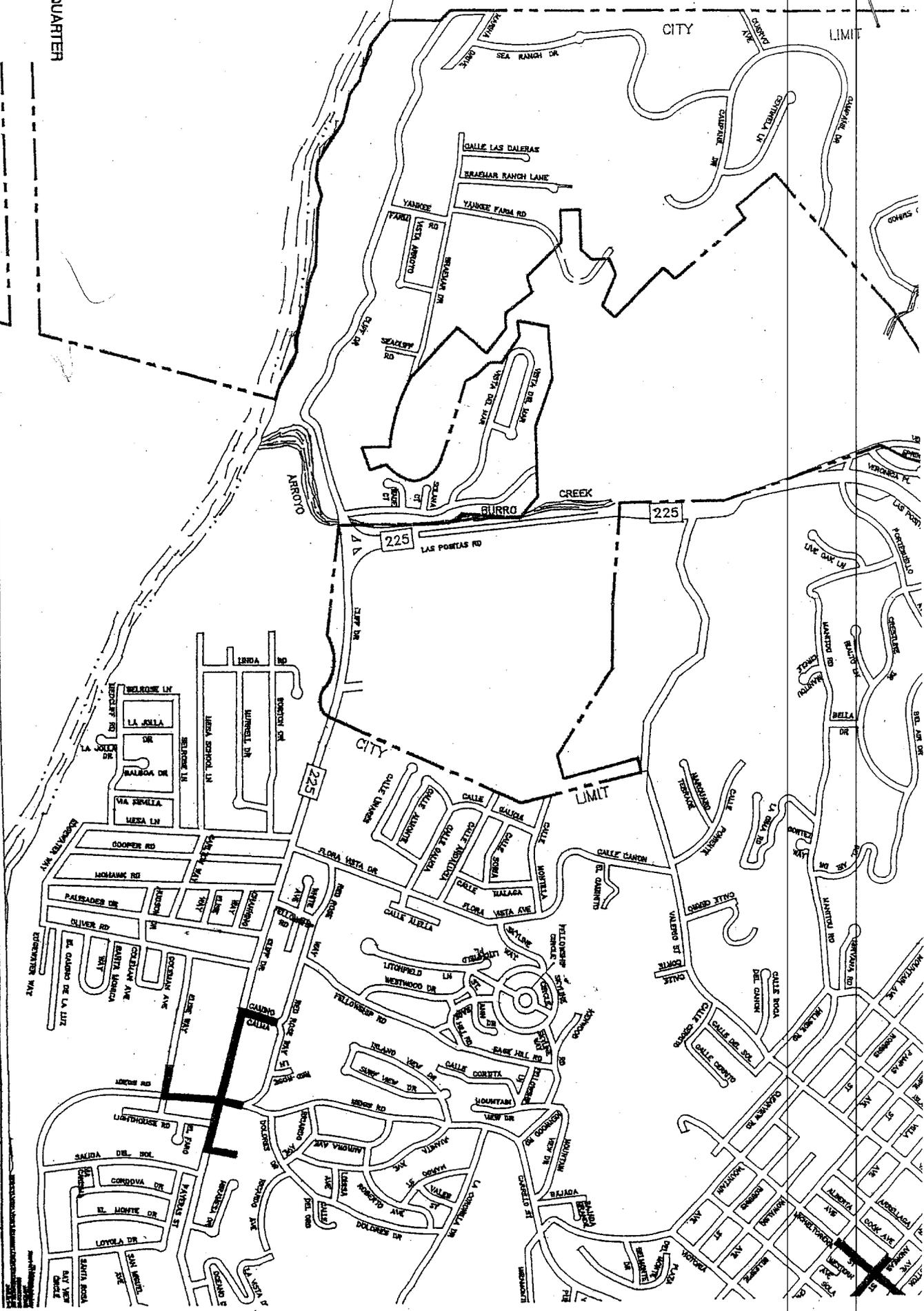
CITY OF SANTA BARBARA
 PUBLIC WORKS DEPARTMENT-ENGINEERING DIVISION
 Approved: _____ Date: _____

SCALE:
 VERT: NA
 HOR: 1" = 50'
 SHEET NO. 1 OF 1
 DRAWING NO. 7193

Appendix F



THWEST QUARTER



DATE	APPROVED	DATE	APPROVED

CITY OF SANTA BARBARA
 AREA RESTRICTED FROM CONSTRUCTION
 DURING FIESTA AND FROM
 TO THE NEW YEAR

CITY OF SANTA BARBARA
 PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION

DATE	APPROVED	DATE	APPROVED