



CASITAS MUNICIPAL WATER DISTRICT

Asphalt Paving FY25-26

Specification No. 25-474

May 13, 2025

Bids will be received via email to

bids@casitaswater.com

until Friday, June 13, 2025 at 2:00 p.m.



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NOTICE INVITING BIDS

Asphalt Paving FY25-26

Specification No. 25-474

Sealed bids for the above referenced project and specification will be received by the Casitas Municipal Water District until 2:00 p.m. PDT on Friday, June 13, 2025, via email to bids@casitaswater.com, at which time they will be opened and publicly read aloud via conference call. Bidders interested in participating in the conference call shall email Corban Suggs at csuggs@casitaswater.com to receive call-in information at least one hour prior to bid opening. Each bid shall be made out on a form to be obtained from the Casitas Municipal Water District.

Each bid must be accompanied by a certified check, a cashier's check, or by a bid bond executed by a corporate surety satisfactory to the Casitas Municipal Water District, in the sum of not less than ten (10) percent of the total amount of the bid, as a guarantee that the Bidder will enter into the proposed contract, if it be awarded to them. The guarantee will be forfeited, should the Bidder to whom the contract is awarded fail to enter into the contract.

The Bidder to whom the contract is awarded may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience. It is anticipated that the contract term will be for a minimum of one year with provisions for mutually agreed renewal for up to two additional years. In addition, the District may award to more than one, but not more than two, contractors if the bid pricing is favorable to do so.

In accordance with the provisions of Section 1770-1784 of the California Labor Code, the Casitas Municipal Water District has ascertained the general prevailing rate of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon the subcontractor(s) under them, to pay not less than the specified rates to all laborers and mechanics employed by them in the execution of the contract. The wage scale can be obtained on the internet at www.dir.ca.gov/dlsr/statistics_research.html.

All bidders and their subcontractors shall be registered with the California Department of Industrial Relations (DIR). Failure of the bidder or subcontractors to be registered with the DIR shall render their bid as non-responsive and will be rejected except where State code provides for exceptions to the registration requirements. All Contractors and their subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner, also known as Division of Labor Standards Enforcement.

The District reserves the right to waive any formalities which, in the opinion of the Board of Directors, do not materially affect the relationship between the various proposals. The District reserves the right to retain all bids for a period of sixty (60) days and to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The contract documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, Formal Proposal with Bidding Sheet and Bidder's Plan for Construction, Form of Agreement, Specifications and Drawings, and any changes made by issuance of a supplemental notice.

There will be no pre-bid meeting. Bidders may contact Corban Suggs at 805.649.2251 ext. 139 or csuggs@casitaswater.com with any questions.

A complete bid package (plans and specifications) may be examined and downloaded free of charge from our website at: <https://www.casitaswater.org/i-want-to/do-business-with-cmwd>

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INSTRUCTIONS TO BIDDERS

Proposal. The proposal shall be submitted on the separate bid forms accompanying these specifications, designated "Proposal" and made a part of these specifications. The proposal shall be submitted via email to bids@casitaswater.com and shall be endorsed with the name of the project as set forth in the Notice Inviting Bids.

The sealed proposals will be publicly opened and read via conference call at the time stated in the Notice Inviting Bids. Bidders, or their authorized agents, are invited to be present and shall request call-in information from Corban Suggs at csuggs@casitaswater.com at least one hour prior to bid opening. **The three lowest bidders must deliver their hardcopy bid to the District office at 1055 N. Ventura Avenue, Oak View CA 93023, within 24 hours of the bid opening.**

The proposal shall give the price, both in words and in figures, for which the Bidder proposes to do the work required by the Specifications and the accompanying Drawings. In the event of disagreement between words and figures, the words will govern and the figures will be disregarded. In the event the unit price and the total amount named by any Bidder for any item are not in agreement, the unit price shall govern and the totals shall be corrected to conform thereto. The Bidder shall fill out all blanks of the proposal forms as therein required. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternate proposals will not be considered unless asked for. No oral or telephonic proposals or modifications will be considered. The District reserves the right to waive any informalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The proposal may be withdrawn upon request by the Bidder without prejudice to themselves prior to, but not after, the time fixed for opening of bids, provided the request is in writing, has been executed by the Bidder or their duly authorized representative, and is filed with Casitas Municipal Water District.

Proposal Signature. If the proposal is made by an individual, it shall be signed and proposer's full name and address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall sign their own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

Competency of Bidders. In selecting the Bidder for award of the contract, consideration will be given not only to the total amount of the bid, but also to the general competency of the Bidder for the performance of the work covered by the proposal. To this end, the District will require Bidders to submit a statement of their technical ability, safety record and experience. The District reserves the right to require a statement of the lowest Bidder's current financial condition prior to acceptance of the proposal. If requested, such

statement shall be prepared on Bidder's Questionnaire forms furnished by the District, shown on pages 29 through 33.

Bidders' Plan for Construction. As part of the proposal, Bidders must furnish a detailed statement of the plan or layout for performing the work. As preparation for the foregoing, each Bidder shall examine carefully the site of the proposed work and the contract documents therefore. It will be assumed the Bidder has investigated, and is satisfied as to, the conditions to be encountered; the characters, quality, and quantities of work to be performed; the quality and quantities of the materials to be furnished, and the requirements of the contract, specifications, and drawings.

Subcontracts. Subcontracts will be permitted, subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements, or any other provision of the main contract. Individual subcontractors, or members of the contracting or subcontracting organizations personally engaged upon the work, shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to wages, hours of work, character of workmen and certified payrolls.

Reference is hereby made to the provisions of Chapter 2 of Division 5 of Title 1 of the Government Code of the State of California, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act", which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be made subject to the consequences named in sections 4110 and 4111 of said Act, in the event of their violation thereof. Each Bidder shall, in their bid or offer, set forth: (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent of the Contractor's total bid, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Prime Contractor's total bid; and (2) the portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontract for each such portion as defined by the Contractor in their bid. If the Contractor fails to specify a subcontractor, or if the Contractor specifies more than one subcontractor for the same portion of the work to be performed under this contract in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees they are fully qualified to perform that portion, and they shall perform that portion themselves.

Subcontractors. Bidders must furnish as a part of the proposal, a complete listing of names, addresses, Department of Labor Relations Registration Number (DIR No.) and Contractor license number of all subcontractors who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price, and a statement of the work which will be done by each subcontractor. The required statement shall be on the form of Bidder's Statement of Subcontractors, accompanying these specifications.

Prevailing Rate at Per Diem Wages. In accordance with the provisions of Section 1770-1784 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under Contractor, to pay not less than the specified rates to all laborers, surveyors and mechanics employed by Contractor in the execution of the contract. The wage can be viewed on the internet at www.dir.ca.gov/dlsr/statistics_research.html. Final payment for services provided shall not be distributed until receipt of proof of prevailing wage payments.

The Contractor and all subcontractors shall be subject to Executive Order 12549, "Debarment and Suspension" and Department of Commerce regulations published at 15 CFR Part 26, Subparts A through E, "Governmentwide Debarment and Suspension (Nonprocurement)" for a drug-free workplace.

Disqualification of Bidders. More than one proposal from an individual, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which said Bidder is interested. If there is reason for believing collusion exists among Bidders, all bids will be rejected, and none of the participants in such collusion will be considered in future proposals.

Return of Proposal Guarantee. Proposal guarantees will be held until the contract has been executed. They will be returned to the respective Bidders whose proposals they accompany upon request.

Insurance and Bonds. The Bidder to whom award is made shall promptly secure Workmen's Compensation Insurance, in accordance with the provisions of the California Labor Code and all amendments thereto, and also shall furnish to the District certificate of insurance showing they have taken out the insurance of the kinds and in the amounts required under the specifications. The successful Bidder shall also promptly secure, with a reasonable corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the said Bidder of all requirements under the Contract and upon the payment of claims of materialmen and laborers there under. Refer to Summary of Insurance, Bond and Payment Requirements for Various Construction Contracts attached.

Permits. The District has obtained encroachment permits from the City of Ojai, County of Ventura and Caltrans. Permits and conditions are included in Appendix A through C, respectively, for the Contractor's information. The Contractor, at their sole expense, shall be required to obtain all additional permits and/or licenses as required.

Licensing of Contractors. All Contractors submitting bids shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Effective January 1, 1990, Contractors submitting bids must state, under penalty of perjury, the Contractor's license number and expiration date. Any bid not containing this information shall be considered non-responsive and shall be rejected by Casitas (Business & Professions Code 7028.15). The license required for this project is either an **A-General Engineering Contractor or C12-Earthwork and Paving**.

Failure of the Bidder to meet either of the criteria above shall deem the bid proposal non-responsive and the bid proposal will be rejected.

Supplemental Notices. Full consideration shall be given to all Supplemental Notices in the preparation of Bids, as Supplemental Notices form a part of the Contract Documents. Bidders shall verify the number of Supplemental Notices in the bid. Failure to so acknowledge may cause the Bid to be rejected.

Pre-bid Information Requests. All requests for information and questions regarding this bid proposal, the specifications, permits, or the plans shall be submitted to the District. **The request can be emailed to Corban Suggs, csuggs@casitaswater.com.** The District will make a reasonable attempt to respond to the request prior to the bid opening. All questions shall be submitted in writing by **3:00 p.m. on Monday, June 2, 2025.** If questions are received after that time they will not be answered.

Award of Contract. The award of the contract by the Board of Directors of the Casitas Municipal Water District, if it is awarded, will be to the lowest responsible Bidder or Bidders whose proposal complies with all requirements presented herein. Casitas maintains the right to reject any and all bids for any reason and to waive minor irregularities.

Execution of Contract. The Bidder to whom award is made shall execute a written contract with the Casitas Municipal Water District in the form of agreement provided and shall furnish certificate of Workmen's Compensation Insurance and good and approved bonds as required in the preceding paragraphs, within seven (7) days from the date of the mailing of a notice from the Casitas Municipal Water District to the Bidder, to the address given by them, of the acceptance of their proposal. At this time Contractor shall also provide District with a completed IRS W-9 form (Request of Taxpayer Identification Number and Certification.)

Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Casitas Municipal Water District may award the contract to the second lowest responsible Bidder.

Notice to Proceed shall be issued by the District within fifteen (15) days of the receipt of the bonds, insurance and agreement documents satisfactory to the District and the execution of the Agreement by the District. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the District and the Bidder. If the Notice to Proceed has not been issued within the period stated herein, the Bidder may terminate the Agreement without further liability on the part of either party.

Time for Completion and Forfeiture Due to Delay. Multiple awards for paving may be issued throughout the fiscal year and timely completion is needed. The work for each paving list shall be completed within 10 consecutive calendar days from and after the date of Notice to Proceed. Pursuant to Government Code 53069.85, forfeiture for each day completion is delayed beyond the time allowed will be at a rate described in Part C – Special Conditions.

PROPOSAL

Asphalt Paving FY25-26 Specification No. 25-474

TO: Casitas Municipal Water District
1055 Ventura Avenue, Oak View, California 93022

The undersigned proposes to furnish all materials and labor and provide all necessary tools and machinery for the completion of the above referenced project and specification, and to perform and complete all the work in the manner set forth, described, and shown in the specifications or on the drawings for the work and in the form of agreement.

The Bidder agrees that, upon receipt of written notice of the acceptance of this proposal within seven (7) days after the opening of the bids, Bidder will execute the contract in accordance with the proposal as accepted and furnish the required bonds and will secure the required insurance, all within seven (7) days from the date of mailing of said notice of acceptance to them at their address as given below; and that, upon failure to do so within said time, then the proposal guarantee accompanying this proposal shall become the property of the Casitas Municipal Water District as liquidated damages for such failure, and shall be deposited as monies belonging to the Casitas Municipal Water District. If said Bidder shall execute the contract, furnish the required bonds, and secure the required insurance, the proposal guarantee check or bond shall be returned to them within five (5) days thereafter.

The Bidder declares they have read the Notice Inviting Bids and the Instructions to Bidders, and agrees to all the stipulations contained therein; they have examined the site of the work, the form of agreement, the specifications and the drawings therein referred to; they propose and agree, in the event their bid as submitted in the attached Bid Schedule be accepted, to enter into a contract to perform all the work mentioned in the agreement and the specifications, and to complete the same within the time stipulated therein; and they will accept in full payment therefore the amount named in said Bid Schedule.

The Bidder further declares the surety or sureties named in the space provided below have agreed to furnish bonds in the form and amounts set forth in the Instructions to Bidders, in the event the contract is awarded on the basis of this proposal.

Dated: _____

Bidder _____

(Corporate Seal)

By: _____

Title: _____

Telephone No. _____

Corporation organized under
the laws of the State of _____

Bidder's post office address:

Contractor's License Number:

Date of Expiration: _____

Names and addresses of all members of the
partnership, or names and titles of all officers of
the corporation:

Surety or Sureties agreeing to furnish bond:

_____	_____
_____	_____
_____	_____
_____	_____

BID SCHEDULE
Asphalt Paving FY25-26
Specification No. 25-474

Schedule of prices for all work, materials and site cleanup for the above-mentioned project and specification in accordance with these specifications. Any item not specifically mentioned shall be considered incidental to the item to which it pertains. The Bidder shall list prices for all bid items. Bids received which do not list prices in succession shall be rejected.

Bid Schedule Item #	Unit	Description & Price in Words	Unit Price
Mobilization			
1	Paving List	Mobilization / Demobilization to and between all paving locations within District Boundaries for the unit price of _____ Dollars.	\$_____/Paving List
Asphalt Concrete Installation			
2	Ton (≤10 total)	Remove cold mix and/or cured slurry and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all work on paving list for the unit price of _____ Dollars per ton (Tonnage of entire paving list is less than or equal to 10 total tons AC).	\$_____/Ton
3	Ton (>10.1 and ≤ 20 Total)	Remove cold mix and/or cured slurry and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all work on paving list for the unit price of _____ Dollars per ton (Tonnage of entire paving list is greater than 10 and less than or equal to 20 total tons AC).	\$_____/Ton
4	Ton (>20.1 and ≤30 Total)	Remove cold mix and/or cured slurry and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all work on paving list for the unit price of _____ Dollars per ton (Tonnage of entire paving list is greater than 20 and less than or equal to 30 total tons AC).	\$_____/Ton
5	Ton (>30.1 and ≤50 Total)	Remove cold mix and/or cured slurry and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all work on paving list for the unit price of _____ Dollars per ton (Tonnage of entire paving list is greater than 30 and less than or equal to 50 total tons AC).	\$_____/Ton
6	Ton (>50.1 Total)	Remove cold mix and/or cured slurry and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all work on paving list for the unit price of _____ Dollars per ton (Tonnage of entire paving list greater than 50 total tons AC).	\$_____/Ton

Bid Schedule Item #	Unit	Description & Price in Words	Unit Price
Miscellaneous Paving & Repairs			
7	Square Foot	Saw cut pavement and cold mill to a 1½ inch depth a minimum of 12 inches outside the top of trench (T-Grind) for the unit cost of _____ Dollars per square foot.	\$_____/SF
8	Valve Can	Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards for the unit price of _____ Dollars per valve can.	\$_____/Valve Can
9	Linear Foot	Install asphalt concrete (AC) berm to match surrounding and/or existing AC berm for the unit price of _____ Dollars per linear foot.	\$_____/LF
10	Square Foot	Removal of existing Portland cement concrete (PCC), prepare subgrade, pour and finish PCC to a thickness of 3-inches for the unit price of _____ Dollars per square foot	\$_____/SF
11	Linear Foot	Install Portland cement concrete (PCC) curb and gutter to match surrounding and/or existing PCC curb and gutter for the unit price of _____ Dollars per linear foot.	\$_____/LF
12	Linear Foot	Install 4- to 6-inch-wide thermoplastic striping for the unit price of _____ Dollars per linear foot.	\$_____/LF
13	Linear Foot	Paint road striping to match surrounding striping for the unit price of _____ Dollars per linear foot	\$_____/LF
14	Linear Foot	Install hot rubberized crack seal for the unit price of _____ Dollars per linear foot.	\$_____/LF
Traffic Control			
15	Worker Hour	Provide certified flagger to setup and conduct traffic control per governing agency requirements for the unit price of _____ Dollars per worker per hour.	\$_____/Worker per Hr
16	Sign per Day	Provide flashing arrow sign as required per governing agency requirements for the unit price of _____ Dollars per sign per day.	\$_____/Sign per day
17	Sign per Day	Provide construction sign per governing agency requirements for the unit price of _____ Dollars per sign per day	\$_____/Sign per day
18	Barricade per Day	Provide traffic barricade per governing agency requirements for the unit price of _____ Dollars per barricade per day	\$_____/Barricade per day

The above quantities are based on a unit price, measurement, and payment for each bid item per Part E of specifications. **Bid Schedule prices 1-18 are to be used to complete Example of Paving and Bid Sheet (Pages 13 and 14) which will be used in part to identify the lowest responsive bidder(s). Every bid item or total quantities within the Example of Paving Bid Sheet may not be required during the term of the contract.**

Bidder will not be released on account of errors. When a discrepancy occurs between the written price and

the number listed, the written price shall govern. When a discrepancy occurs between the price listed on the Bid Schedule and the price listed on Example of Paving Bid Sheet, the price listed on the Bid Schedule will govern. The Bidder understands the District reserves the right to reject any or all bids, and to waive any formalities in the bidding. Pursuant to and in compliance with the Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a conformity with the plans and specifications and other contract documents, including **Addenda Nos. ____ , ____ , ____ , and ____**, for the prices hereinafter set forth.

Date: _____

BIDDER: _____

By: _____

Title: _____

License No. _____ Expiration Date: _____

(CORPORATE SEAL)

License Classifications: _____ DIR No. _____

Telephone. No: _____ Cell No _____

Email: _____

Address: _____

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EXAMPLE OF PAVING AND BID SHEET

Asphalt Paving FY25-26 Specification No. 25-474

The Example of Paving and Bid Sheet will be used in part to determine the lowest responsive bidder. Bidders shall use prices as listed in the Bid Schedule, pages 9 through 11 to complete the Example of Paving and Bid Sheet. Further details for each paving list can be found in Appendix B.

Actual unit quantities will differ from those listed in the Example of Paving and Bid Sheet and no adjustment to the unit price will be made based on change of quantity. When a discrepancy occurs between the written price and the number listed, the written price shall govern. When a discrepancy occurs between the price listed on the Bid Schedule and the price listed on Example of Paving and Bid Sheet, the price listed on the Bid Schedule will govern.

Rate Schedule Item No.	Quantity and Unit	Item Description	Unit Price	Total
1	1 LS	Mobilization/Demobilization per paving list	LS	\$ _____
4	23 Tons	Install AC (Total Tonnage: 20.1-50)	\$ _____ /Ton	\$ _____
7	750 SF	T-Grind 1-1/2"	\$ _____ /SF	\$ _____
8	8 EA	Raise Valve Can	\$ _____ /EA	\$ _____
9	10 LF	Install AC Berm	\$ _____ /LF	\$ _____
10	60 SF	Remove PCC	\$ _____ /SF	\$ _____
11	20 LF	Install PCC Curb & Gutter	\$ _____ /LF	\$ _____
12	12 LF	Install Thermoplastic Striping	\$ _____ /LF	\$ _____
13	15 LF	Install Paint Striping	\$ _____ /LF	\$ _____
14	22 LF	Hot Rubberized Crack Seal	\$ _____ /LF	\$ _____

Rate Schedule Item No.	Quantity and Unit	Item Description	Unit Price	Total
15	10 HR	Certified Flagger	\$ _____ /HR	\$ _____
16	3 PER DAY	Flashing Arrow Sign	\$ _____ Per Day	\$ _____
17	15 PER DAY	Construction Sign Per Day	\$ _____ /Per Day	\$ _____
18	4 PER DAY	Traffic Barricade	\$ _____/ Per Day	\$ _____
TOTAL				\$ _____

For the total price (in words) of: _____
 _____ **Dollars**

Minimum Paving List is the minimum amount to mobilize and perform a paving list. This amount will not be considered in the bid award and is for the District's information in preparing paving lists over the course of the contract.

Minimum Paving List for the price (in words) of: _____
 _____ **Dollars**

BIDDER'S PLAN FOR CONSTRUCTION

Asphalt Paving FY25-26

Specification No. 25-474

1. The location for the proposed work was examined on _____(Date)
by _____ on behalf of the Bidder.
(Name and Title)

2. Explain briefly your plan and tentative schedule for performing the proposed work.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

BIDDER'S STATEMENT OF SUBCONTRACTORS

The bidder is required to state the name and address of each subcontractor who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price and the portion of the work which each subcontractor will do.

The undersigned submits herewith a list of subcontractors whom they propose to employ on the work, with the proper business name and address of each and a statement of the work or bid item which will be done by each subcontractor.

Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

_____, as PRINCIPAL,

and _____

_____ as SURETY,

are held and firmly bound unto the Casitas Municipal Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Casitas Municipal Water District, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$_____

THE CONDITIONS OF THIS OBLIGATION ARE SUCH,

That whereas the Principal has submitted the above-mentioned bid to the Casitas Municipal Water District, for certain construction specifically described as **Asphalt Paving FY25-26, Specification No. 25-474** which bids are to be opened at the office of Casitas Municipal Water District on **Friday, June 13, at 2:00 p.m.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the heading Instructions to Bidders, after the prescribed forms are presented to him for signature, enters into a written contract, in the form set forth in said specifications, in accordance with the bid, and files the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by Instructions to Bidders and Certificate of Insurance for Workmen's Compensation and Contractor's liability insurance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025.

Principal

Surety

By _____

(SEAL)

Signatures of those executing for the surety must be properly acknowledged.

NONCOLLUSION DECLARATION

(MUST BE SUBMITTED WITH BID)

The undersigned declares:

I am the _____ of _____,
(Title) (Company)

the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2025.

(Date)

at _____, _____
(City) (State)

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ in the year 2025 by and between Casitas Municipal Water District, hereinafter designated as the District, and _____ hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto do mutually agree as follows with respect to the project known as **Asphalt Paving FY25-26, Specification No. 25-474.**

ARTICLE I. For and in consideration of the payment of _____ Dollars (\$ _____) in conformance with the specifications hereinafter mentioned, the Contractor agrees with the District to construct the aforementioned project and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the Drawings and described in the Specifications therefor, to furnish at its own cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials as in the said specifications are stipulated to be furnished by the District, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II. For the same consideration set forth in Article I above, Contractor agrees to furnish all said materials and labor, furnishing and removing all plants, temporary work or structures, tools and equipment, and doing all the work contemplated and embraced in this Agreement, also to be responsible at its own expense for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the District, and for all risks of every description connected with the works, and also for all expenses incurred by or in consequence of the suspension or discontinuance of works, except such as in the said Specifications are expressly stipulated to be borne by the District, and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said Drawings and Specifications and in accordance with the requirements of the Engineer under them, the District will pay and the Contractor shall receive in full compensation thereof the prices for the several items named in the Bidding Sheet of the Proposal.

ARTICLE III. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assignees do hereby agree to the full performance of the covenants herein contained.

Agreement (Continued)

ARTICLE IV. The Notice Inviting Bids, the Instructions to Bidders, the Proposal, the Specifications and the Drawings mentioned therein, and all addenda issued by the District with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF: the parties hereto have caused this contract to be executed the day and year first above written.

CASITAS MUNICIPAL WATER DISTRICT

By: _____
President

ATTEST:

Secretary

Approved as to form:

Attorney

Dated: _____

CONTRACTOR

By _____

Title _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS,

We _____

hereinafter referred to as Contractor, as principal, and _____

_____, as surety,

are held and firmly bound unto the Casitas Municipal Water District, OAK VIEW, California, in

the sum ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Casitas Municipal Water District, for the work described below, for the payment of which sum in lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such:

whereas, said Contractor has been awarded and is about to enter into a contract with the Casitas Municipal Water District, for construction of the project known as **Asphalt Paving FY25-26, Specification No. 25-474**, and is required by said District to give this bond in connection with the execution of the contract. The total bond shall be equal to the funds budgeted for the total of this contract work.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said contract on their part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

PROVIDED, 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 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.

WITNESS our hands this _____ day of _____, 2025.

Contractor

By: _____

Surety

By: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

as principal, and _____,

as surety, are held and firmly bound unto the Casitas Municipal Water District, Oak View, California, in the

sum of _____

_____ Dollars (\$_____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

Whereas, said principal has been awarded and is about to enter into a contract with the Casitas Municipal Water District, for construction of the project known as **Asphalt Paving FY25-26, Specification No. 25-474** and is required by said District to give this bond in connection with the execution of the contract.

NOW, THEREFORE, if said principal as Contractor in said contract, or subcontractors, fails to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall insure to the benefit of any and all persons entitled to file claims under Section 11929 of the Code of Civil Procedure of the State of California.

PROVIDED, 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.

WITNESS our hands this _____ day of _____, 2025.

Contractor

By _____

Surety

By _____

BIDDER'S QUESTIONNAIRE
INSTRUCTIONS

Pending award of a contract to the lowest bidder, Casitas may require bidders to submit a statement of their current financial condition, technical ability and experience (reference is made to the paragraph on Page 6 of the Instructions to Bidders entitled "Competency of Bidders").

Each bidder is required to complete the attached Bidder's Questionnaire. Each subcontractor for a bidder whose work has a monetary value of 15 percent or more of the total price bid is also required to complete the Bidder's Questionnaire and submit said Bidder's Questionnaire(s) with the bid package.

PART I - BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

A. History of Bidder

1. Total years organization in business: _____
2. Has your organization done business under another name? Yes _____ No _____

If yes, state name and address of organization(s) and/or names and addresses of owners or principals.

3. List all principals, owners, partners and stockholders owning more than 10 percent of a corporation.

Name	Name

4. State the name of your organization's Responsible Managing Employee or Officer.

Name	State Contractor's License No.	Classification

5. List all jobs for which you were either sued by the owner or you sued the owner within the past ten (10) years. Give name of suit, court and number and disposition thereof.

Name of Suit	Court and Number	Disposition

6. List all jobs for which you asked extra compensation of more than 25 percent of the original contract price.

Name of Owner	Address	Result

B. Experience

List all of the jobs in which your organization has been involved during the last five years where the predominant type of construction is similar to this job.

1. Project Completion Date¹ _____
Value of Contract² _____

¹ Project Completion Date - If current, state current; if incomplete, state incomplete.

² Value of Contract is the total amount of money paid for your work, including all settlements or judgments.

General Description of Work³ _____

Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other: _____

2. Project Completion Date _____

Value of Contract _____

General Description of Work _____

Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other: _____

3. Project Completion Date _____

Value of Contract _____

General Description of Work _____

Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other: _____

4. Project Completion Date _____

³ General Description of Work should indicate the predominant type of construction; i.e., water pipeline, paving, earthwork, sewer, pump plant, etc.

Value of Contract _____

General Description of Work _____

Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other: _____

5. Project Completion Date _____

Value of Contract _____

General Description of Work _____

Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other: _____

PART II - CONTRACTOR'S STATE LICENSE

1. List all Contractor's State Licenses issued to your organization or to any of your principals.

Name of License		License No.	Classification	Date of Expiration
Holder	Position in Organization			

2. Has your organization or any of the license holders in your organization been refused the issuance of a State Contractor's License or been disciplined by the State Contractor's Board? Yes _ No ____
If yes, please explain.

PART III – CONTRACTOR’S SAFETY RECORD

1. List your firm’s experience modification rate (EMR) for the last 3 years. The EMR is available from your Worker’s Compensation Insurance firm. This is only required from Firms with Worker’s Compensation Insurance premiums in excess of \$50,000.

Year	EMR	Year	EMR	Year	EMR
------	-----	------	-----	------	-----

2. List your firm’s Recordable Incident Rate (RIR) for the last 3 years. Incident Rate information is available from your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}} = \text{RIR}$$

Year	RIR	Year	RIR	Year	RIR
------	-----	------	-----	------	-----

3. List your firm’s Lost Time Incident Rate (LTIR) for the last 3 years. Incident Rate information is available on your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of lost time incidents} \times 200,000}{\text{Total employee hours worked}} = \text{LTIR}$$

Year	LTIR	Year	LTIR	Year	LTIR
------	------	------	------	------	------

Casitas has established the following minimum requirements for this project:

EMR – None greater than 1.2 over the last 3 years

RIR – None greater than 9 over the last 3 years

LTIR – None greater than 4 .5 over the last 3 years

4. Do you have a written safety program that includes hazardous communications? _____

5. Do you have a substance abuse policy? _____

6. Do all new employees complete safety orientation before performing any work activities? _____

7. Do you conduct jobsite safety inspections? _____

8. Do you conduct and document post-accident investigations? _____

PART IV – FINANCIAL CONDITION

(This portion only needs to be completed if requested by Casitas after the bid opening)

1. Submit your firm's most recent audited financial statement or financial data or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition.
2. Submit your firm's most recent balance sheet and profit and loss statement.

I certify under penalty of perjury that the foregoing is true and correct.

Name of Organization: _____

By: _____

Title: _____

Date: _____

PART B - GENERAL CONDITIONS

1. Definitions.

1.1 Whenever the words defined in this article occur in these Specifications, or in any other contract document, they shall have the meaning here defined:

1.2 The word "specifications" shall include these General Conditions, the Special Conditions and the applicable portions of the Standard Specifications. The form of these Specifications is intended to provide for all of the work performed for Casitas Municipal Water District.

1.3 The word "District" shall mean the Casitas Municipal Water District.

1.4 The word "Board" shall mean the Board of Directors of the Casitas Municipal Water District.

1.5 The words "General Manager" shall mean the person holding the position or acting in the capacity of General Manager of the Casitas Municipal Water District.

1.6 The word "Engineer" shall mean the General Manager, or their duly authorized representative.

1.7 The word "Contractor" shall mean the Contractor in the agreement for the construction of the work and/or the furnishing of materials and/or equipment herein specified, the legal representative, or the agent of said party.

1.8 The word "Subcontractor" shall mean one who, as a subcontractor, performs at the site of the work some part of the Contractor's obligation, the legal representative, or the agent therefor.

1.9 The words "Standard Specifications" shall mean the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC) with all supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of America. Part one of the SSPWC is hereby deleted.

1.10 The term "R & R" shall mean remove and replace.

2. Contract Documents.

2.1 The Notice Inviting Bids, Instructions to Bidders, Proposal Bonds, General Conditions, Special Conditions, Measurement and Payment Technical Specifications and Drawings, with the Agreement, supplemental notices, Notice to Proceed, permits and change orders shall be considered as incorporated in the contract. The contract documents are complementary, and what is called for in one shall be as binding as if called for by all. The intent of the contract documents is to provide for the execution and completion of a finished piece of work. The Contractor shall provide all labor and services and furnish all materials and equipment as necessary, except those items definitely stipulated in the Specifications or

Drawings to be furnished by the District. Anything shown in the Drawings and not the Specifications, or in the Specifications and not the Drawings, shall be performed by the Contractor as though shown in both the Drawings and the Specifications.

2.2 The Drawings and the Specifications show conditions as they exist, to the best knowledge and belief of the District. The Contractor shall not be relieved of any liability or responsibility under this contract, and the district or any of its officers shall not be liable for any loss sustained by the Contractor because of any variation between conditions as shown on the Drawings and the actual conditions revealed during the progress of the work, except as provided in Section 4215 of the Government Code.

3. Precedence of Contract Documents.

3.1 Should conflicts occur between Contract Documents, the document highest in precedence shall control. The precedence shall be:

- 3.1.1 Permits from other agencies as may be required by law.
- 3.1.2 Proposal.
- 3.1.3 Special Conditions and Measurement and Payment.
- 3.1.4 Technical Conditions.
- 3.1.5 General Conditions
- 3.1.6 Contract Drawings.
- 3.1.7 Standard Plans.
- 3.1.8 Standard Specifications.
- 3.1.9 Reference Specifications.

3.2 Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

4. Indemnification of District.

To the extent permitted by law, Contractor shall defend, indemnify and hold harmless the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, agents and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, agents, and authorized volunteers.

5. Insurance.

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

5.1 Coverage - Coverage shall be at least as broad as the following:

5.1.1 General Liability - Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limits no less than five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Casitas Municipal Water District or the general aggregate limit shall be twice the required occurrence limit.

5.1.2 Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Code 1 (any auto) with limits no less than of five million dollars (\$5,000,000) for bodily injury and property damage each accident.

5.1.3 Workers' Compensation Insurance - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

5.1.4 Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Casitas Municipal Water District; this provision applies regardless of whether or not the Casitas Municipal Water District has received a waiver of subrogation from the insurer.

5.2 If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the Casitas Municipal Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the Casitas Municipal Water District.

5.2.1 Additional Insured Status: the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

5.2.2 Primary Coverage: For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the

United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

5.3 Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Casitas Municipal Water District.

5.4 Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by Casitas Municipal Water District.

The Contractor agrees and they will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to Casitas Municipal Water District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

5.5 Responsibility for Work - Until the completion and final acceptance by Casitas Municipal Water District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

5.6 Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor and approved by the Casitas Municipal Water District. At the election of Casitas Municipal Water District, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Casitas Municipal Water District.

5.7 Verification of Coverage - Evidences of Insurance Contractor shall furnish the Casitas Municipal Water District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Casitas Municipal Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

5.8 Continuation of Coverage - The Contractor shall, upon demand of Casitas Municipal Water District, deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against Casitas Municipal Water District (if builder's risk insurance is applicable) to Casitas Municipal Water

District at least ten (10) days prior to the expiration date.

5.9 Subcontractors - In the event that the Contractor employs other Contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of Casitas Municipal Water District, deliver to the District copies of such policy or policies of insurance and the receipts for payment of premiums thereof.

5.10 The following agencies shall be named as additional insured when work is performed in their jurisdiction:

- City of Ojai
- County of Ventura
- California Department of Transportation

6. Bonds.

6.1 Payment Bond. The successful bidder shall file with the District a surety bond to be approved by the District in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the contract, conditional as provided by Section 3247 of the Civil Code.

6.2 Performance Bond.

6.2.1 The successful bidder shall also file with the District a surety bond, to be approved by the District in a sum of not less than one hundred percent (100%) of the total amount payable by the terms and conditions of the Contract. Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amounts withheld by the District to ensure performance under this contract, shall be deposited with the District. The District shall pay such monies to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this section shall include those listed in Government Code Section 16430, or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. If the securities to be deposited by the Contractor pursuant to this provision are in registered form, the registration shall be transferred to the District.

6.2.2 Maintenance and Guarantee. The Contractor hereby guarantees that the entire work constructed by him under the Contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him. The Contractor hereby agrees to make, at their own expense, any repairs or replacement made necessary by defects in material or workmanship supplied by him that becomes evident within one year after the date of final payment, and to restore to full compliance with the requirements of these Specifications, any part of the work which, during said one year period, is found to be deficient with respect to any provision of the Specifications. The Contractor shall make all repairs and replacement promptly upon receipt of

written orders from the Engineer to do so. If the Contractor fails to make the repairs and replacements promptly, the District may do the work and the Contractor and their Surety shall be liable to the District for the cost thereof.

6.3 Each of said bonds shall be executed by the Contractor and a corporate surety licensed in the State of California. If the amount payable under terms of the Contract exceeds the original bid because of additional quantities and/or the issuance or change orders, said surety shall be required to cover the additional amount.

7. Additional Surety.

If, during the continuance of the Contract, any of the sureties upon the faithful performance bond, in the opinion of the Engineer, are or become insufficient, they may require additional sufficient sureties, which the Contractor shall furnish to the satisfaction of the Engineer within 15 days after notice, and in default thereof, the contract may be suspended and the work completed as provided in Section 21 hereof.

8. Assignment Forbidden.

The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, nor of their right, title or interest in any part thereof, nor any of the monies to become due and payable under the Contract, in any manner without the previous consent in writing of the Engineer. If the Contractor shall, without such written consent, assign, transfer, convey or otherwise dispose of any part of this Contract, or of any of the monies to become due and payable under the Contract, the District may, at its option, terminate the Contract according to Section 21 of these General Conditions. The District shall thereupon be relieved from all liability to the Contractor, and to their assignee or transferee.

9. Time and Order of Work.

The Contractor shall at all times employ such personnel, and provide such services, materials and equipment as will be sufficient, in the opinion of the Engineer, to complete the work or any separable portions thereof according to a progress schedule, and within the time limit fixed by the Contract. If the Contractor should fail to maintain adequate progress, they may be required to employ additional personnel, and provide additional services, materials and equipment, and to modify their plans and procedure in such manner as to ensure completion of the work within the time limit fixed by the Contract. This provision shall not be the exclusive remedy of the District.

10. Protests.

If the Contractor considers any of the work demanded of him to be outside the requirements of the Contract, or if they consider any order or ruling of the Engineer or any duly authorized representative to be unfair, they shall immediately ask for written instructions or divisions, whereupon they shall proceed without delay to perform the work or conform to the order or ruling; but unless the Contractor finds such instructions or divisions satisfactory, they shall, within ten (10) days after receipt of same, file a written protest with the Engineer, stating clearly and in detail their objections and the reasons therefor. Except for such grounds for protest or objections as are made of record in the manner specified and within the time stated herein, the

Contractor hereby waives all grounds for protests or objections to the order, rulings, instructions, or decisions of the Engineer, and hereby agrees that as to all matters not included in such protest, the order, instructions and decisions of the Engineer shall be final and conclusive.

11. Authority of the Engineer.

The work shall be observed by the Engineer to determine that the work is being completed according to the plan, specifications and design and planning concepts. The Contractor shall be responsible for the supervision of construction processes, site condition, operation, equipment, personnel and the maintenance of a safe place to work or any safety in, on or about the work site until such time as the District files a Notice of Completion. The Engineer, however, reserves the right to determine the adequacy of the Contractor's method, plant, and appurtenance to determine in all cases the amount, quality, acceptability and fitness of the work and material to be provided under the Contract, to determine all questions in relation to said work and construction thereof, and to decide in all cases any question which may arise concerning the fulfillment of this Contract by the Contractor. Should any discrepancy appear or any misunderstanding arising as the import of anything contained in the Specifications or Drawings, the matter shall be referred to other Engineer and their decision shall be binding on the Contractor. Any differences or conflicts which may arise between the Contractor and other contractors performing work for the District shall be adjusted to the satisfaction of the Engineer.

12. Right of Way and Encroachment.

12.1 Except as otherwise stated in the Special Conditions, the right of way for the work to be constructed under these Specifications will be provided by the District. This shall not be interpreted as giving the Contractor exclusive occupancy of the right of way provided. When the work to be performed is located within State Highway, County or Southern Pacific Railroad rights of way, or within a water course which is under the jurisdiction of the Ventura County Flood Control District, the Contractor will be required to obtain construction permits from those agencies in their own name.

12.2 Right of way to be furnished by the District for construction operations and other purposes will be specifically shown on the Drawings or provided for in the Detailed Specifications. Should the Contractor find it necessary to use any additional lands during the construction of the work, they shall provide for the use of such lands at their own expense.

13. Errors or Discrepancies Noted by Contractor.

13.1 If the Contractor, either before commencing work or during the work, finds any discrepancy between these Specifications and Drawings, or between either of them and the physical conditions at the site of the work, or finds any error or omission in any of the Drawings or in any survey, they shall promptly notify the Engineer in writing of such discrepancy, error, or omission. If the Contractor observes that any drawings or specifications are at variance with any applicable law, ordinance, regulations, order or degree, they shall promptly notify the Engineer, in writing, of such conflict.

13.2 The Engineer, upon receipt of any such notice, shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly after their discovery of such error, discrepancy or conflict, will be at their own risk and they shall bear all costs arising therefrom.

14. Extra Work.

14.1 If, during the performance of the Contract, it shall, in the opinion of the Engineer, become necessary or desirable, for the proper completion of the contract, to order work done or materials or equipment furnished which, in the opinion of the Engineer, are not susceptible of classification under the bid items, the Contractor shall do and perform such work and furnish such materials and equipment as extra work, as hereinafter provided. All extra work shall be ordered in writing before it is started. No extra work shall be paid for unless ordered in writing.

14.2 Extra work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Engineer and the Contractor before the extra work shall be ordered.

14.3 When the price of the extra work cannot be agreed upon, the District will pay for the extra work based on the accumulation of costs as provided in sections 4.4 through 4.11. The failure of the Contractor to comply with the requirements of this section shall deem the Engineer to establish costs as the Engineer deems reasonable.

14.4 At the close of each working day, the Contractor shall submit a daily report to the Engineer, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In case of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the prime contractor. Said reports shall contain the following information:

14.4.1 The names of workers, classification and hours worked;

14.4.2 A description and the amount of materials used;

14.4.3 The type of equipment, size, identification number and hours of operation, including loading and transportation if available;

14.4.4 Other services and expenditures shall be described in such detail as the District may require.

14.5 The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use

of a labor classification which would increase the extra work costs will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

14.6 The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the entities involved, plus sales tax, freight and delivery. The District reserves the right to approve material sources of supply, or to supply materials to the Contractor if necessary for the progress of the work. No markup shall be applied to any material provided by the District.

14.7 No payment will be made for the use of tools which have a replacement value of \$100 or less. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors, at the time the work is performed. If local rental costs are unavailable, the Contractor shall submit their costs to operate the equipment compiled and signed by a Certified Public Accountant. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the District. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. The manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The reported rental time of the equipment already at the job site shall be the duration of its use on the extra work, plus the time required to move it from its previous site and back or to a closer site.

14.8 The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required for the work specified in the Contract which are of a type not ordinarily available from the Contractor or any of the subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

14.9 Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the report.

14.10 The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	10%
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Materials	10%
Equipment Rental	10%
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bond and liability insurance.

14.11 When all or any part of the extra work is performed by any of the Contractor's subcontractors, the markups established in Subsection 14.10 shall be applied to the subcontractor's actual cost of such work, to which a markup of five percent (5%) on the subcontracted portion of the extra work may be added by the prime contractor.

14.11.1 Any extra work performed hereunder shall be subject to all of the provisions of the Contract and the Contractor's sureties shall be bound with reference thereto as under the original Contract.

15. Changed Conditions.

15.1 The Contractor shall notify the Engineer in writing of the following work site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

15.1.1 Subsurface or latent physical conditions differing materially from those represented in the Contract; and

15.1.2 Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the character of the work being performed.

15.1.3 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

15.2 The Engineer will promptly investigate conditions when notified of any conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the work, a change order will be issued adjusting the compensation for such portion of the work. If the Engineer determines that conditions of which they have been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so advised in writing. Should the Contractor disagree with such determination, they may submit a protest to the Engineer, as provided in Section 10 of these General Conditions.

15.3 If the Engineer determines that the conditions are changed conditions and that they will materially affect the performance time, the Contractor, upon submitting a written request, may be granted an extension of time subject to the provisions of Section 22.

15.4 The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are distributed shall constitute a waiver of all claims in connection therewith.

16. Disputed Work.

16.1 If unable to reach agreement under any of the foregoing procedures, the District may direct the Contractor to proceed with the work. Payment shall be as later determined by arbitration, if District and Contractor agree thereto, or as fixed in a court of law.

16.2 Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work according to Section 14.

17. Legal Action by Contractor.

17.1 No legal action shall be commenced against the District concerning the Contract until any dispute or decision of the Engineer has been appealed and denied by the District's Board of Directors. The Board's refusal to consider or failure to consider a written appeal within thirty (30) calendar days after receipt shall be deemed denial of such appeal.

17.2 Prior to submitting any appeal to the Board, the Contractor shall exhaust their administrative remedies by attempting to resolve their dispute with the District's staff in the following sequence:

- Construction Inspector
- District Engineering
- General Manager
- Board of Directors

17.3 Should any of the listed persons fail to consider a request by the Contractor for reconsideration of a decision within three (3) working days after receiving written request to do so, the Contractor may proceed directly to the next person in the list. At the option of the District, the person to whom the request for reconsideration is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

17.4 Nothing in this subsection shall be considered as relieving the Contractor from their duties required by the Contract documents.

18. Changes.

18.1 If either the Engineer or the Contractor, because of conditions which develop during the progress of the work, finds it impracticable to comply strictly with these Specifications, the Engineer may prescribe a modification of requirements or methods of work. For such proposes, the Engineer may, any time during the life of the Contract, by written order, make such changes, as they shall find necessary, in the design, engineer, grade, form, location, dimensions, plan, or material of any part of the work or equipment to be furnished. If such changes increase or diminish the quantity of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits in the work that may be dispensed with; provided that if such changes or alterations render useless any work already done or materials already

furnished or used in the work, the Engineer shall make reasonable allowance therefore, which action shall be binding upon both parties.

18.2 In case of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the contract, wherever such unit price has been established. In the event no prices are named in the Contract but cover such changes or alterations, the cost of such changes shall be determined as provided in Section 14.

19. Discovery of an Unknown Utility.

19.1 The Contractor's attention is directed to Section 4215 of the Government Code which provides that the district assumes the responsibility for the removal, relocation or protection of the existing utilities located on the site of any construction project if such utilities are not identified by the District in the plans and specifications made a part hereof.

19.2 If the Contractor, while performing the Contract, discovers utility facilities not identified by the District in the Contract plans and specifications, the Contractor shall immediately notify the District. The Contractor shall not be assessed liquidated damages for delay in completion of the project, which such delay is caused by the failure of the District or the owner of the utility to provide for removal or relocation of the exiting utility facilities.

19.3 In the event that the discovery of said utility facilities may cause extra work, the Contractor is required to obtain written authorization to change or modify the work according to Sections 14 and 18 of these General Conditions, entitled "Extra Work" and "Changes," respectively.

19.4 The Contractor's failure to give said notice promptly upon discovery of an unknown utility or the Contractor's failure to obtain written approval for any work concerning the relocation, protection and/or removal of the said unknown utility or for any work relative to the modification of any portion of the work prior to the beginning of any of said work, shall constitute a waiver of any rights to any claim in connection therewith.

20. Termination of Contract.

20.1 General.

If, at any time before completion of work under the contract, it shall be found by the District that reasons beyond the control of the parties hereto render it impossible, or against the best interest of the District, to complete the work contracted to be done; or if the work shall have been prevented or suspended by injunction issued by a court of competent jurisdiction nor by any other order of constituted authority for a period in excess of 30 consecutive days; the District, by written thirty (30) day notice to the Contractor, may discontinue the work and terminate the contract; or, in the event the entire work shall have been suspended by the District, through no fault of the Contractor, in writing, the Contract shall be discontinued. Upon the service of notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at

such times as the Engineer may direct, continuing and doing, after said notice, only such work and only until such time or times as the Engineer may direct. Such work shall be paid for as extra work according to Section 14 of these General Conditions. The Contractor shall have no claim for damages for such discontinuance or termination of the Contract, nor shall the Contractor have any claim for anticipated profits on the work thus dispensed with, nor any other claim; except: (1) for the work actually performed between the date of the notice of termination and the time of complete discontinuance; and (2) for any liquidated damages accruing up to the date of said notice of termination according to the provisions of the Special Conditions.

20.2 Consumable Supplies.

In the event of discontinuance and termination of the contract, the District may, and at the request of the Contractor shall, purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment which, in the opinion of the Engineer, are suitable and required, except for such discontinuance and termination, to complete the work, and the District shall pay the Contractor for such consumable supplies the prices paid therefor by the Contractor.

20.3 Completion of Contract.

In the event that the work shall be discontinued and the Contract terminated, the satisfactory completion of such work, as the Engineer may thereafter direct, and satisfactory compliance with the terms of said order shall be deemed the completion of the work specified in the Contract; and the final estimate shall be the amount of work completed to the time of such discontinuance and termination, with such other sums as may be due the Contractor according to the provisions of this section.

21. Suspension of Contract.

21.1 If the work to be done under the Contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of their creditors or be adjudicated as bankrupt, or if a receiver of their property or business be appointed by a court of competent jurisdiction, or if this Contract shall be assigned by him otherwise than hereinbefore specified, or if at any time the Engineer shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith or not according to the terms thereof, or if the work be not fully completed within the time named in the Contract for its completion or within the time to which the completion of the Contract may have been extended as hereinafter provided, the Board may, by written notice, instruct the Contractor to discontinue all work, or any part thereof, under this Contract.

21.2 When such written notice is served upon the Contractor, they shall immediately discontinue the work or such part thereof as covered by the notice, and shall not resume the same by written notice from the Board, in which case work shall be resumed in ten (10) days. In any such case, the District may take charge of the work and complete it by a new contract or by force account and charge the expense of completion by either method to the Contractor. In so doing, the District may take possession of and use any

of the materials, plans, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of their work. Any such charges shall be deducted from such monies as may be due or may at any time hereafter become due the Contractor under this contract or at any part thereof. In case such expense shall exceed the amount which would have been due the contractor under the Contract if the same had been completed by him, they shall pay the amount of such excess to the District; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, they shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for plans, equipment, materials, supplies and labor devoted to the prosecution of the work, of which the District shall have received the benefit which shall not have been otherwise paid for by the District. In computing such expense the salvage value of such plans and equipment, at completion of the work, shall be deducted from the depreciated value thereof at the time taken over by the District and the difference shall be considered the expense. All necessary estimate and appraisals shall be made by the Engineer.

21.3 When any particular part of the work is being carried on by the District, by Contract or otherwise, under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract, and in such a manner as to nowise hinder or interfere with the persons or workers employed, as provided above, by the District, to do any part of the work, or to complete the same under the provisions of this section.

22. Extension of Time of Completion.

22.1 If the work shall be delayed in consequence of suspension by the District except as provided in Section 21 or of failure by the District to provide right of way, or of any other act or omission of the District, or by strikes, acts of God, delay of delivery or properly ordered materials for which a delivery time has not been stated in the Proposal, or other unforeseeable causes beyond the control and without the fault or negligence of the Contractor or their subcontractors, the Contractor shall be entitled to so much additional time wherein to perform and complete the contract on their part as the Engineer shall certify in writing to be just.

22.2 Application for extension of time must be made to the Engineer, in writing, stating cause, within the ten (10) days immediately following the end of such delay.

22.3 Permitting the Contractor to continue and finish the work, or any part of it, after the date to which the time fixed for its completion may have been extended, shall in no way operate as a waiver on the part of the District of any of its rights under this Contract.

22.4 The Contractor shall receive no compensation on account of any suspension of the work either in whole or in part or for any delay or hindrance herein mentioned except as provided in the Special Conditions.

22.5 No extension of time shall be made for ordinary delays and accidents and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress. In the case of an extension of time by the Engineer for completion of the contract as provided for in these Specifications, a revised schedule of progress may be prescribed according to such extension of time.

23. Failure to Complete on Time.

23.1 The Contractor shall pay for each and every calendar day that they shall be in default in completing the whole work to be done under this contract, the sum named in these conditions, which sum is by the execution of this agreement mutually agreed upon as liquidated damages which the District shall suffer by reason of such default. The District shall have the right to deduct the amount of such damages from any monies due or to become due the Contractor under this Contract.

23.2 The Contractor shall not be assessed liquidated damages for failure to complete the work on time due to any of the causes stated in Section 22.1.

24. Liquidated Damages.

24.1 Pursuant to Section 23 of these General Conditions, failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted by change order), the Contractor shall pay the District, or have withheld from monies due it, the sum of \$1,500, except as otherwise specified in Part C or the Agreement.

24.2 Execution of the Contract under these Specifications shall constitute agreement by the District and Contractor that \$1,500 per day, except as otherwise specified in Part C or the Agreement, is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

25. Contractor's Responsibility.

25.1 The Contractor shall be responsible for safe and efficient execution of the work to secure the safety of the workers, the quality of the work and the stipulated rate of progress.

25.2 The Contractor shall bear all losses resulting to him no account of the amount or character of the work, or from any unforeseen obstruction or difficulties which may be encountered, or because of weather, floods, or other causes, except as follows:

25.2.1 The Contractor shall not be responsible for the cost of repairing or restoring damage to the work which damage was caused by an act of God, as defined in Public Contract Code Section 7105, and shall be the basis for determining the extent of the District's liability, if any.

25.2.2 It shall be the responsibility of the Contractor to take all reasonable and adequate measures to protect the work from damage and/or to minimize any damage to the work.

25.2.3 The District reserves the right to make changes in the plans and Specifications applicable to the portion of the work to be restored. The District reserves the right to terminate the Contract and relieve the Contractor of further obligations to perform the work. In the event that the work damaged is to be repaired or restored either, in kind or changed by the engineer, a contract change order will be provided according to Sections 14 and 18 of the General Conditions of this Specification. The change order may provide for the Contractor to perform any work deemed by the Engineer as necessary to put the project in satisfactory condition for the termination of all work.

25.2.4 The District may require the Contractor to submit as a separate bid item the insurance premium covering the cost of work destroyed in whole or in part by an "Act of God," as defined in Public Contract Code 7105 and provide such insurance to indemnify the District for any damage to the work caused by an "Act of God," and to rebuild said work with the proceeds of said insurance. If the District elects to do so, said insurance shall be in lieu of the provision of the Public Contract Code 7105.

25.3 The Contractor shall be responsible for all material, except defective material, furnished by the District, and for the care of all work until its completion and final acceptance, and they shall at their own expense replace damaged, lost or stolen material and repair damaged parts of the work, or the same may be done at their expense by the District.

25.4 During the progress of the work, the Contractor shall keep the premises occupied by him in a neat and clean condition. When the work is completed they will be required to remove all debris caused by their operations, repair all damage to existing improvements done by their employees and leave the site of the work in a neat condition. In the event of their failure to do so, the same may be done at their expense by the District.

25.5 The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees during their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

25.6 The Contractor shall provide at their own expense, all necessary water, telephone, and power required for their operations under the Contract, except as provided for in the Special Conditions.

25.7 The Contractor shall so conduct their operations as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permission to do so has been obtained from the proper authorities.

25.8 The Contractor shall be responsible for determining the nature and extent of any simultaneous, collateral, and essential work by others. The Contractor shall coordinate their operation and cooperate with others to minimize interferences, conflicts, and/or any other related conduct during the construction of the work.

26. Shop Drawings.

26.1 Drawings and prints of articles, machinery, or fabricated materials entering into permanent construction which are required to be furnished by the Contractor and for which detailed drawings are not furnished by the District, the Contractor shall submit five (5) copies for approval, three (3) of which will be returned to the Contractor for their distribution, the two (2) other copies shall become the property of the District. The District shall approve such drawings or return them to the Contractor with requirements for approval within ten (10) days after the date of submission.

26.2 Approval by the District on items called for under these Specifications does not relieve the Contractor from the responsibility for errors, omissions or deviations from the Contract documents unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal submitted with the material for approval.

26.3 If the Contractor objects to any conditions imposed by the District in granting said approvals, they shall immediately give the District written notification.

27. Trench Shoring Plans.

27.1 In compliance with Section 6705 of the Labor Code, the Contractor, at their sole expense, shall be required to submit detailed shoring plans for review by the District's Engineer for all construction projects and/or any related modifications, revision or changes thereto, which are in excess of \$25,000, for the excavation of any trench, trenches, or other excavation five (5) feet or more in depth.

27.2 Shoring plans shall show the details of the shoring, bracing, sloping and all other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of any trench, trenches, or other excavation.

27.3 Such shoring plans shall be prepared by a qualified civil or structural engineer registered in the State of California in the event that such plans vary or deviate, in any manner, from the shoring system standards as outlined in the State Construction Safety Orders issued by the Division of Industrial Safety, State of California.

27.4 The Contractor shall submit the shoring plans to the Division of Industrial Safety, State of California, for its approval.

27.5 The Contractor shall be required to submit the shoring plans within fifteen (15) days after notification of an award of a contract has been sent.

28. Safety Permit.

28.1 In compliance with Section 6424 of the Labor Code, the Contractor, at their sole expense, shall be required to obtain a permit from the Division of Industrial Safety for the excavation of any trench, trenches, or other excavation five (5) feet or more in depth, prior to beginning any excavation work that is not covered by Section 6422 of the Labor Code.

28.2 A copy of all permits issued and the related construction safety orders approved by the Division of Industrial Safety shall be filed with the District within fifteen (15) days after notification of the award of a contract, or within three (3) days after issuance of the permit, and prior to the beginning of the excavation of any trench, trenches, or other excavation five (5) feet or more in depth.

28.3 Additional permits may be required for each modification, revision or change in the work.

28.4 Safety permits required by Section 6424 of the Labor Code shall be in addition to all other permits required.

29. Personal Attention.

The Contractor shall give their personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the work continually during its progress, to receive directions or instructions from the Engineer. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which orders are given.

30. Laws, Regulations and Permits.

30.1 The contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The contractor shall be liable for all violations of the law in connection with the work furnished by the contractor. If the contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, they shall promptly notify the engineer in writing and any necessary changes shall be made by written instruction or change order. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the engineer, the contractor shall bear all costs arising therefrom.

30.2 The Contractor shall submit a certification that they are in compliance with the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, the California Fair Employment Practice Act of 1959, as amended, California Labor Code Section 1777.5 and Section 1735 and any other applicable Federal and State laws and regulations hereinafter enacted. Certification of Compliance with Executive Order 11246, as amended, will be required when applicable. Such certification shall be on forms satisfactory to the District.

30.3 The following are exempted from the above provisions in relation to affirmative action efforts:

30.3.1 Contractors, subcontractors and suppliers who have a paid work force of less than fifteen (15) persons.

30.3.2 Contracts and subcontracts which do not exceed \$10,000.00.

30.3.3 Contracts and subcontracts which are deemed by the Board to be an "Emergency" nature or an apparent "Sole Source" purchase.

30.3.4 Exemptions may be denied by the Board pursuant to a finding by the District that the exemption is having an adverse effect on the purpose of these Specifications.
Additional exemptions may be granted by the Board for reasons of a similar finding.

30.4 The Contractor shall only use equipment that complies with California air quality regulations and the Ventura Air Pollution Control District regulations.

31. Sales and/or Use Taxes.

Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

32. Construction Schedule.

Prior to commencing the work, the Contractor shall submit a detailed construction schedule. At the beginning of each month as may be required by the Engineer, the Contractor shall submit an updated construction schedule. Said construction schedule shall show the order in which the Contractor proposes to complete the work, the dates when the various parts of the work are to begin and the estimated dates of completion. The detailed schedule shall be a modified bar type and shall show each principal item of work or activity.

33. Inspection.

33.1 All materials furnished and all work done under these Specifications shall be subject to rigid inspection. The Contractor shall furnish the Engineer every reasonable facility for ascertaining whether the work is in accordance with the requirements and intent of these Specifications.

33.2 Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection. The entire cost of removal and replacement, including the cost of all materials which may be furnished by the District and used in the work removed, shall be borne by the Contractor, irrespective of whether the work removed is found to be defective.

33.3 Work covered up without the authority of the Engineer shall, upon order of the Engineer, be uncovered to the extent required, and the Contractor shall bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer.

33.4 Nothing in these Specifications shall be construed to mean that the District will provide continuous inspection. The Contractor shall cooperate and coordinate their activities in order that they work can be inspected to the satisfaction of the Engineer.

33.5 The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which they intend to do work, so that the inspection and the necessary measurements may be made with a minimum of inconvenience to the Engineer, or delay to the Contractor.

34. Construction Staking.

34.1 The Engineer may provide minimal construction staking, the extent of which will be described in the Special Conditions herein. The Contractor shall be required to provide all other additional staking and/or measurements necessary for the proper execution of the work.

34.2 The Contractor shall notify the Engineer in writing at least five (5) working days before the time the Contractor will require the construction staking.

34.3 The Contractor shall be required to preserve all benchmarks, monuments, survey marks and construction stakes, and in case of their removal or destruction caused by the Contractor's activities, the Contractor shall be liable of the cost of their replacement.

35. Construction Interferences.

35.1 Insofar as practicable during the progress of the work, the Contractor shall not disturb, but shall support and protect against injury, and maintain in good operating condition at their own expense, all subsurface, surface and overhead utilities, structures and other facilities as are encountered in the prosecution of the work.

35.2 In the event that subsurface, surface, or overhead utilities, structures or other facilities are required to be disturbed or removed out permit the construction of the work, the Contractor shall not do any work that would affect such utilities, structures or facilities, or enter upon the right of way or other lands appurtenant thereto until notified by the Engineer that authority has been obtained to do so. The Engineer will make all necessary arrangements with the owner or other utilities for their relocation and reconnection, without cost to the Contractor, including the reconnection of services and the resurfacing of trenches required for said location; provided such arrangements shall not relieve the Contractor of their responsibilities as outlined in Section 2(b) of these General Conditions, nor the responsibility of proper care and protection of any utilities, structures or facilities encountered because of such varying conditions. The Contractor shall coordinate their operations with those of the owner or owners concerned with the disturbance or removal of facilities to minimize the inconvenience imposed on all affected parties.

35.3 Except as provided in Section 4215 of the Government Code and in the event the Contractor disturbs, disconnects or damages any subsurface, surface, or overhead utility, structure or other facility prior to the making of necessary arrangements by the Engineer with the owner thereof, they shall immediately give to the owner notice of said disturbance, disconnection, or damage, and the Contractor shall assume all

responsibility connected therewith, event in the even such damage occurs after backfilling or is not discovered until after completion of backfilling, and the provisions of this subsection shall continue in force until the termination of the guarantee period provided.

35.4 All facilities removed shall be reconstructed as promptly as is possible in its original or other authorized location, and in a condition at least as good as when removed and subject to the inspection of the owner or of the governing body having jurisdiction.

35.5 During the performance of the work under these Specifications, the owners or agencies in control of any of the facilities affected by the work shall have the right to enter, when necessary, upon the project right of way, or upon any street or other public way affected by the Contractor's operations, or any portion thereof, for the purpose of maintaining service and of making changes in or repairs to said facilities.

35.6 The District reserves the right during the progress of the work and upon determination of the actual position of the existing utilities, structures, and other facilities, to make changes in the grade or alignment, or both, of the District's facilities wherever by so doing the necessity for relocation as provided herein of such utility, structures, or other facility will be avoided; provided that such changes shall not entitle the Contractor to additional compensation other than according to the prices named in the Bidding Sheet for the respective contract items.

35.7 In the event the Contractor discovers a substructure as defined in Section 4215 of the Government Code and not identified by the District on the contract plans and Specifications, the Contractor shall be required to notify the District in writing. In the event that such discovery may cause extra work, the Contractor shall be required to obtain written authorization to change or modify the work according to Sections 14 and 18 of these General Conditions of the Specifications.

35.8 Whether the Contractor is entitled to any additional compensation for any work hereinbefore described in Section 36 of these General Conditions shall be governed by the applicable portions of Section 4215 of the Government Code or amendments thereto.

35.9 The Contractor shall make every effort to protect and preserve all trees encountered in the work. Any trees which unreasonably interfere with the work shall, with the approval of the Engineer, be removed by the Contractor. The cost of the removal shall be borne by the Contractor.

36. Materials, Workmanship, and Tests.

The Contractor shall submit samples, specimens, or test pieces of such materials to be furnished or used in the work as the Engineer shall require. All materials must be new and must be of the specified quality and equal to approved samples. The Contractor shall furnish, without cost to the District, such quantities of construction materials as may be required for test purposes, and shall place at the Engineer's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. All work shall be done and completed in a thorough workmanlike manner, notwithstanding any omission from these Specifications or the Drawings.

37. Certification of Materials and Equipment

37.1 All materials and equipment furnished by the Contractor shall be according to these Specifications. Any time when requested by the Engineer, the Contractor shall furnish written certification from the manufacturer of the various materials and equipment that such materials and equipment do meet all of the requirements of these Specifications. When requested by the Engineer, such certification shall be furnished to the District before payment to the Contractor, for the material and/or equipment in question, will be made.

37.2 Where reference is made in these Specifications to a specification or test designation of the American Water Works Association, the American Society for Testing and Materials, the American Association of State Highway Officials, Federal Specifications, or any other recognized national organization, and the number or other identification accompanying the test designation representing the year of adoption of latest revision of the test is omitted, it shall mean the test method in effect on the date of the Notice Inviting Bids for the work.

38. Defective Work or Materials.

38.1 The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their contract as herein prescribed, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously inspected by the Engineer and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect without compensation in a manner satisfactory to the Engineer and shall be charged for any excess material furnished by the District.

38.2 If any materials furnished and brought upon the ground by the Contractor for use in the work, or selected for the same by him, shall be condemned by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith discard such materials and remove them to a satisfactory distance from the vicinity of the work.

38.3 If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove condemned materials from the work within ten (10) days after the service by the Engineer of an order to do so, the Engineer acting on behalf of the District may make the ordered repairs or remove the condemned materials and deduct the cost thereof from any monies due the Contractor.

39. Use of "Or Equal."

39.1 Any material or article of equipment designated by manufacturer's name, trade name, catalog reference or brand and qualified by "or equal" shall be understood to be a standard of quality and performance. Articles of other make will be acceptable provided they are, in the opinion of the Engineer, of equal quality and/or capable of equal performance. Names, brands and characteristics of proposed substitute materials shall be submitted to the Engineer for approval and no such substitute materials shall be purchased or delivered to the project until the Engineer's approval, in writing, has been obtained.

39.2 The Contractor may be required to obtain certification from a qualified testing laboratory approved by the Engineer that such proposed substitute materials meet the minimum requirements in the Specifications, and/or that such proposed substitute materials are of equal quality and performance of the material or article designated in the Specifications. Such certification shall be required prior to obtaining the Engineer's approval, and shall be at the sole expense of the Contractor.

40. Property Rights in Materials.

40.1 Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for the value of unused material delivered to the site of the work as provided for in Sections 45, 58 through 65 inclusive hereof. All such materials attached or affixed or unused shall become the property of the District.

40.2 The District reserves the right to use any or all of the completed facilities either after said facilities are connected to the existing facilities or otherwise completed by the Contractor as set forth in Section 45 hereof and prior to acceptance of the work by the Board.

41. Title to Materials Found on the Work.

Except as may otherwise be provided in these Specifications, the right to the use of all soil, stone, gravel, sand and all other materials and equipment developed or obtained in the excavation or other operations by the Contractor or any subcontractor or any of their employees, and the right to use and/or dispose of the same, are hereby expressly reserved by the District and neither the Contractor nor any subcontractor, nor any of their employees shall have any right, title or interest in or to any part thereof nor shall they, nor any of them, assert or make any claim thereto. The Contractor shall be permitted to use in the work without charge any such materials which meet the requirements of these Specifications.

42. Patents and Copyrights.

The Contractor shall hold and save the District, its officers, agents and employees, harmless from liability of any nature and kind, including costs and expense, for or because of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliances, manufactured, furnished, or used by him in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

43. Responsibility for Safe Storage.

The Contractor shall be responsible for the safe storage of the material furnished by or to him and accepted by him and intended for the work until it has been incorporated in the completed project. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign matter at all times.

44. Completion.

When in the opinion of the Contractor, the work under this contract has been fully completed according to the plans and Specifications, they shall notify the Engineer. Upon such notification, the

Engineer shall, within a reasonable time, make a field inspection of the work and shall satisfy himself by examination and such tests as may be necessary that the work has been fully and properly completed according to the plans and Specifications. If any deficiencies are found, the Engineer shall notify the Contractor of the measures to be taken to correct them. When all deficiencies, if any, are corrected to the satisfaction of the Engineer, the work shall be deemed completed and the date of such completion shall be used in computing the Liquidated Damages, if any, as set forth in Section 24.

45. Final Cleanup.

Upon completion of the work and before the final inspection and estimate is prepared, the Contractor shall, at their own expense, dispose of and remove from the vicinity of the work, all rubbish, unused materials and other items used under their direction during construction and perform cleanup to the satisfaction of the Engineer.

46. Responsibility for a Safe Place to Work.

46.1 The Contractor's attention is directed to Section 4 of these General Conditions entitled, "Indemnification of District."

46.2 The Contractor shall be responsible for the maintenance of a safe place to work and any safety in or about the work site. The Contractor shall be required to conform to all of the applicable Construction Safety Orders issued by the Division of Industrial Safety of the State of California.

46.3 The contractor shall execute and maintain their work so as to avoid injury or damage to any person or property. The contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

46.4 In carrying out their work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include, but not be limited to, adequate life protection, and life-saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

46.5 The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local emergency response services shall be prominently displayed adjacent to telephones at the project site.

47. Public Convenience and Safety.

47.1 The Contractor shall provide for the protection of the traveling public. The Contractor shall be required to furnish and maintain safety devices and other measures required for the public safety, which devices and measures shall conform to the requirements of Section 21406 of the Vehicle Code, any sign manual and current standard specifications of the Division of Highways. The Contractor shall conduct their operation to avoid unnecessary interference with the flow of traffic along highways, streets, roads, etc., used for vehicular traffic. Where any highway, street, road, etc., used for vehicular traffic is required to be kept open, the Contractor shall be required to furnish and maintain warning signs, lights, barricades, flagmen and other safety devices and measures necessary to provide adequate protection of the traveling public. Such protection shall be at the sole expense of the Contractor. Any highway, street maintenance or repair work required by local authorities concerning necessary operation under this contract shall be performed by the Contractor at their sole expense.

47.2 Vehicular access to any driveway shall be maintained to the property line unless necessary construction precludes such access for reasonable periods of time.

47.3 Vehicular and pedestrian access to any fire hydrant shall be maintained at all times during the construction of the work.

48. Safety, Sanitary and Medical Requirements.

48.1 The Contractor, their employees and the subcontractors, if any, and their employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the District to the end that proper work shall be conserved and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the Engineer at the Contractor's expense.

48.2 Contractor shall notify District in writing within twenty-four (24) hours should an employee, officer or agent of Contractor or subcontractor incur personal injury while present on District properties or employed by District. District shall be furnished copies of all medical reports or accident reports filed or required by any local state or federal agency or regulatory body.

49. Character of Workers.

49.1 None but skilled workers shall be employed on work requiring special qualifications. All equipment operators, pipelayers and jointers shall be well qualified and experienced in their work. All welding, however minor, shall be done by competent, certified welders, who have been qualified under Section IX of the ASME Boiler and Pressure Vessel Code, API Publication 1104 or such other standard as may be satisfactory to the Engineer. The Engineer shall have the right any time to call for and witness the making of test specimens by any welding operator according to these standards, and the expense of such tests shall be borne by the Contractor. When required in writing by the Engineer, the Contractor, or any subcontractor shall discharge any person who is, in the opinion of the Engineer, incompetent, unfaithful, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work

except with the consent of the Engineer. Such discharge shall not be the basis of any claim for compensation or damages against the District or any of its officers.

49.2 **Enforcement of Order.** The Contractor shall be responsible for maintaining good order at the site where work is performed under this contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from the site of the work. The Contractor shall not sell, nor shall they permit or suffer the introduction or use of, intoxicating liquors or narcotics upon the work embraced in these Specifications or upon any of the grounds occupied or controlled by him in connection with such works.

50. Subcontracts.

50.1 Subcontracts will be permitted subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements or any other provisions of the main contract. Individual subcontractors or members of contracting or subcontracting organizations personally engaged upon the work shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to, wages, hours of work, character of workers and certified payrolls.

50.2 Reference is hereby made to the provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act," which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be subject to the consequences named in Sections 4110 and 4111 of said Act in event of their violation thereof. Each bidder shall, in their bid or offer, set forth: (1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the Contractor's total bid or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and (2) The portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in their bid. If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same one-half of one percent of the Contractor's total bid, the Contractor agrees that they are fully qualified to perform that portion himself, and that they shall perform that portion himself.

51. Access to the Site and Haul Routes.

51.1 The Contractor shall make their own investigation of the condition of available public or private roads or other access, and of clearances, restrictions, bridge load limits, bond requirements, and other limitations that affect or may affect transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of work. It shall be the Contractor's own responsibility to

construct and maintain, at their own expense and at their own risk, any haul roads, access roads, bridges, or drainage structures required for construction operations.

51.2 The use of existing roads (public or private) shall be at the Contractor's own expense and risk. It shall be the Contractor's responsibility to anticipate and meet all conditions properly imposed upon the use of existing roads by those having jurisdiction thereover, including (without limitation of the generality of the foregoing) seasonal or other limitations or restrictions, the payment of excess size and weight fees, and the posting of bonds conditioned upon repair of road damage caused by contract-generated traffic.

51.3 The hauling of sand, gravel, asphalt or other intra job hauling, over public highways, roads or bridges, shall be in compliance with the applicable regulations and shall be such as to minimize interference with or congestion of local traffic.

51.4 The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of work.

52. Irregular Hours.

52.1 When any work is to be performed at a time other than regular working hours, the Engineer shall be given advance notice. Irregular working hours shall be defined as follows, except for certain specialized jobs and circumstances:

52.1.1 Before 8:00 a.m. Monday through Friday.

52.1.2 After 4:30 p.m. Monday through Friday.

52.1.3 Saturdays, Sundays, and District's Holidays.

52.2 The Contractor will be exempt from this provision only for such work as required by the Specifications to be completed at other than working hours.

53. Eight-hour Law.

In accordance with the provisions of Articles 1 and 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California eight (8) hours constitute a legal day's work. The Contractor shall forfeit, as a penalty to the District, \$25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him: for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay as provided in said Section 1815. The Contractor and each subcontractor shall keep accurate records showing the name of and schedule

of hours worked by each worker employed by him concerning the contract. The records shall be kept open at all reasonable hours to inspection by the District and the Division of Labor Law Enforcement.

54. Payment of Wages.

The issuance as payment for wages of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount. Wages must be paid at least semi-monthly on regular pay days established in advance and shall include all amounts for labor or services performed by employees of every description as required under the provisions of the California Labor Code.

55. Prevailing Rate of Per Diem Wages.

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft or type of worker needed to execute the work contemplated under this contract, as determined by the District and as set forth in the schedule of such wages currently on file in the District office, shall be paid to all workers employed on such work by the Contractor or by any subcontractor doing or contracting to do any part of said work. The Contractor shall comply with Labor Code Section 1775. According to said Section 1775, the Contractor shall forfeit, as a penalty to the District, \$25 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor and each subcontractor shall keep accurate records showing the name of and schedule of hours worked by each worker employed by him in connection with the contract. The records shall be kept open at all reasonable hours to inspection of the District and the Division of Labor Law Enforcement.

56. Unpaid Claims.

If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims may be filed as prescribed by Section 3184 of the Civil Code, any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Section 3196 of the Civil Code, in a penal sum equal to one and one-fourth times the amount of said claim, said moneys shall not thereafter be withheld due to such claim.

57. Monthly Cost Estimates - Progress and Final Progress Payment.

57.1 The Contractor shall submit, by the third calendar day of each month on a form acceptable to the District, the estimate of the amount and value of all acceptable work and any extra work or changes approved by the District, up to the last day of the preceding calendar month, for the District's approval; and the Contractor will request a progress payment for the work completed thereof.

57.2 A deduction of five (5) percent shall be made from the total thus computed, and from the remainder there shall be further deducted any amounts due the District from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the District under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress payment for that month. Such progress estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

57.3 Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amounts, if any, withheld by the District to ensure performance under this contract shall be deposited with the District. The District shall pay such monies to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If the securities to be deposited by the Contractor pursuant to this provision are in registered form, the registration shall be transferred to the District.

57.4 The Engineer shall approve the amount and value of all acceptable work and any extra work or changes approved by the District. Upon mutual agreement thereto, the Engineer will forward the approved estimate to the Administrative Services Manager for payment of the progress or final progress payment within ten (10) days thereafter.

57.5 In the event that the Contractor and the District cannot mutually agree as to the amount and value of any item of work in the progress payment, the District will authorize payment of that portion of the progress and final progress payment to which the Contractor and the District have mutually agreed.

57.6 The Contractor shall file with the District, within five (5) calendar days after the Engineer has issued written notice of the disputed items to the Contractor, a written statement setting forth in complete detail the basis for their disagreement, including, but not limited to, any amount or value in disagreement or dispute.

57.7 Upon receipt of the Contractor's written statement, the General Manager shall investigate and consider the items of disagreement or dispute and render a decision thereon within a reasonable time, which decision shall be conclusive.

57.8 In the event that the Contractor disagrees with the General Manager's decision, the Contractor's cost to the Contract for the delay in receiving the disputed balance of any progress or final progress payment, may be an item for arbitration according to Section 65 of the General Conditions.

57.9 In the event the contract or any part thereof shall be suspended as provided in Section 21, the retained percentage as provided in Section 58(b) shall become the sole and absolute property of the District to the extent necessary to repay the District any excess in the cost of the work above the contract price. After issuance of notice to discontinue work, no payment upon progress estimates or otherwise shall thereafter be made to the Contractor for the work covered by said notice until completion of work and final settlement.

57.10 The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may be entitled to under the contract because of their failure to comply with the Specifications.

58. Final Cost Statement.

58.1 Final Cost Statement is a document which summarizes all of the Contractor's earnings under this contract and any amounts due the District from the Contractor, and from which the final payment is made.

58.2 Upon completion of all of the work to be performed under this contract as set forth in Section 45, the Contractor shall submit for approval by the District in a form satisfactory to the District the amount and value of all acceptable work, and all extra work or changes approved by the District.

58.3 The Engineer shall approve the amount and value of all acceptable work and any extra work or changes approved by the District. Upon mutual agreement thereof, this District will prepare the Final Cost Statement document which shall be submitted to the Contractor for their acceptance and signature.

58.4 Upon endorsement by the Contractor of the Final Cost Statement, the District shall accept the work and authorize the final payment according to Sections 61 and 62 hereof.

59. Disputed Final Payment.

59.1 In the event that the Contractor and the District cannot mutually agree as to the amount and value of the work, as set forth in this Final Cost Statement, the District will prepare the Final Cost Statement based upon the Engineer's determination of the amount and value of the work to which this Contractor may be entitled. Upon receipt of this Final Cost Statement, the Contractor shall file with the District within five (5) calendar days thereafter, a written statement setting forth in complete detail the basis for their disagreement, including, but not limited to, any amount or value in disagreement or dispute.

59.2 The Board reserves the right to accept the work and file the necessary Notice of Completion.

59.3 The Board shall investigate and consider the items of disagreement or dispute and render its decision thereon as to the amount due the Contractor within a reasonable time.

59.4 The District will authorize payment of that portion of the Final Cost Statement to which the Contractor and the District have mutually agreed according to Section 58 hereof. Reference is made to Section 64 of these General Conditions.

60. Acceptance.

Upon endorsement by the Contractor of the final cost statement, the Engineer shall prepare a memorandum of completion to advise the Board that the work has been satisfactorily completed and is ready for acceptance. At its next succeeding meeting, the Board shall consider acceptance of the work, and upon acceptance, shall authorize payment to the Contractor.

61. Final Payment.

61.1 At the end of thirty-five (35) days after filing the notice of completion, as set forth above, the total balance due the Contractor, or in case of a dispute, any portion of the total balance which has been mutually agreed is not in dispute, if unencumbered, or any part thereof unencumbered, shall be paid provided that a guarantee bond shall have been filed with the District.

61.2 For the purposes of this section, unencumbered balance means that portion over and above the face amount of all the stop notices on file with the District plus 25 percent of the face amount for potential interest and the cost of litigation as provided for in the Civil Code Section 3186-7.

62. Final Payment Terminates Liability.

62.1 The acceptance by the Contractor of the final payment aforesaid shall be a release to the District and its agents from all claim liability to the Contractor for anything done related to the work or for any act or neglect of the District related to the work, except the claim against the District for the remainder, if any, of the amounts kept or retained as hereinbefore provided.

62.2 No agent of the District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay any money, except as specifically provided in the contract.

63. Releases.

63.1 Prior to payment of the final progress payment, the District may require the Contractor to obtain releases from each of the subs, material suppliers, equipment rental firms and employees, whether or not any have filed a preliminary notice with District, who have performed any work for the Contractor under this contract for which any payment may be warranted.

63.2 Releases shall be submitted in a form approved by the District. Conditional releases may be unacceptable and acceptance thereof will be at the discretion of the District.

64. Disputes Settled by Arbitration.

In the event there is a dispute between the parties as to any of the terms and conditions of this agreement, including but not limited to the accounting rendered by the District, and said dispute cannot be

resolved according to Section 59 of these General Conditions, the dispute shall be submitted to arbitration before a single arbitrator agreed to by the parties or failing such agreement appointed by the American Arbitration Association and resolved according to Article 1.5 of the Public Contract Code. Regardless of the manner of appointment of said arbitrator, the arbitration shall be conducted according to the then prevailing rules of the American Arbitration Association for commercial arbitration, except that each party shall bear their own costs and attorney's fees which they incur.

64.1 As required under Section 20104, et seq., of the California Public Contract Code (Stats. of 1990), any demand of \$375,000 or less, by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by District shall be processed in accordance with the provisions of said Section 20104, et seq., related to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.

64.2 A single written claim shall be filed under this Article prior to the date of final payment for all demands resulting from the Contract.

64.3 Within thirty (30) days of the receipt of the claim, District may request additional documentation supporting the claim or relating to defenses or claims District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

64.4 Unless further documentation is requested, District shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, District shall respond within the same amount of time taken by Contractor to respond, or fifteen (15) days, whichever is greater, after receipt of the information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by District, District shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

64.5 If the Contractor disputes District's response, or District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on District within fifteen (15) days after the deadline of District to respond or within fifteen (15) days of District's response, whichever occurs first. District shall schedule the meet and confer conference within thirty (30) days of the request.

64.6 If following the meet and confer conference the claim or any portion remains in dispute, the claimant may pursue the remedies authorized by law. For purposes of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits their

written claim until the time the claim is denied, including any period of time utilized by the meet and confer conference.

END OF PART B

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PART C - SPECIAL CONDITIONS

1. Requirements.

The work to be performed under this contract shall consist of furnishing all plans, tools, materials, supplies and manufactured articles and for furnishing all transportation, services, including fuel, power and water, and essential communications and the performance of all labor, work or other operations required for the fulfillment of the contract in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during the construction in explanation of said drawings. The work shall be complete, and work, materials and services not expressly called for in the specifications or not shown on the drawings which may be necessary for complete and proper construction to carry out the contract in good faith shall be performed, furnished and installed by the Contractor at no increase in cost to the District.

2. General Description.

Casitas Municipal Water District (District) is soliciting formal bids for a one-year contract for paving to be completed during fiscal year 2025-26 (July 1, 2025– June 30, 2026). District boundaries are provided in Appendix D. If mutually agreed upon, this contract can be extended on an annual basis. Work locations are contained within the Casitas Municipal Water District boundaries of Ventura County, California. Paving may include:

- a. Provide any and all traffic control in accordance with the governing agency requirements.
- b. Remove cold mix and/or slurry to required depth and tack coat dugout edges.
- c. Saw cut pavement to 12-inches minimum outside of top of trench and cold mill to a 1.5-inch depth. Additional grinding beyond this 12-inch minimum may be required by the governing agency with jurisdiction due to a moratorium on recently paved roadways and/or “squaring-off” a trench.
- d. Compact subgrade if needed.
- e. Tack coat and feather out edges to three inches or better from edges of dig out.
- f. For street paving within County of Ventura jurisdiction, provide and install ½- or ¾-inch aggregate asphalt concrete (AC) in accordance with Ventura County Transportation Standards and Plate E-10(a) and (b).
- g. For paving in City of Ojai jurisdiction, provide and install 3/8-inch AC for roadways paved in previous five years and 3/8 to 3/4-inch aggregate AC for all other roadways within City of Ojai jurisdiction in accordance with Ventura County Transportation Standards and Plate E-10 (a) and (b).
- h. For paving in Highway 1, Highway 33 and Highway 150, all work shall meet CalTrans requirements.
- i. Finished asphalt surface to be smooth and flush with surrounding surface.
- j. All hydrant, line, and air relief valve cans shall be completed in accordance with Plate E-4(a) of Ventura County Road Standards.
- k. For installation of Portland cement concrete (PCC), existing PCC shall be saw cut and removed up to the nearest control joint, and disposed in compliance with all local, state, and federal requirements. PCC to be replaced with 330-AS-23 (560-A-3250). New PCC to be finished to match existing and/or surrounding PCC.

- l. For asphalt concrete berm, curb and gutter, thermoplastic striping and/or road paint striping, Contractor shall perform work to match dimensions of surrounding surfaces.

3. General Sequence of the Work.

- a. The District will notify Contractor and provide a paving list along with any additional instructions required.
- b. Contractor will notify District Engineer of start date and general plan or order of work to be completed. A pre-construction meeting may be requested by either the District Engineer or Contractor depending on the scope of work for each paving list.
- c. District Inspector to notify appropriate governing agency inspectors of approximate timeline of work to be completed within their jurisdiction.
- d. District Inspector will collect weigh tickets and verify all work is completed in a manner consistent with the governing agency standards and will verify measurement of work completed. The District will not pay for unused material related to the Paving List.
- e. Contractor submits an invoice for payment.

4. Anticipated Annual Workload.

Two hundred fifty thousand dollars has been budgeted for all work during Fiscal Year 2025-26. Any additional funding for paving exceeding this amount will require approval by the District's Board of Directors. The District cannot guarantee the entire scope of work will be required during the term of this contract.

5. Number of Items per Paving List.

The District will typically issue a paving list every four to eight weeks, or when a sufficient amount of work has accumulated to fill one to three full working days. It may be necessary for a smaller paving list to be issued if required by the encroachment permit of a governing agency. In this case the price measured per bid schedule item or the minimum paving list price (Bid Schedule Item No. 1) shall be paid, whichever is greater. The District Engineer may include work within District facilities in order to provide enough work for a full day.

A typical patch list is provided as Appendix E.

6. Beginning and Completion of the Work.

The Contractor shall begin the work within three calendar days after the date on the Notice to Proceed and/or paving list issuance and shall complete all related work within ten workdays of work start date. Work shall be performed on **Mondays through Fridays** unless otherwise approved by the District. All work shall be performed between the hours of **8:00 a.m. and 4:30 p.m.** unless work is to occur within CalTrans' jurisdiction on Highway 33 or Highway 150. In this case work shall start no earlier than 9:00 a.m. and be completed no later than 3:00 p.m. **No work shall occur on District-observed holidays.** The District will notify Contractor of any holidays within twenty four calendar days after Notice to Proceed has been issued. The Contractor shall notify the District Inspector of work dates two days in advance of work start. Time extensions for the project shall be granted with written permission from the District Engineer based on unreasonable weather conditions. **Any work extending past ten workdays after the start of work will be**

permitted only with written permission by the District Engineer. Extension of work will be granted only for unfavorable weather conditions or natural disasters.

7. Access to the Site and Haul Routes.

- 7.1. Contractor shall include complete mobilization in the unit price items for mobilization. No additional compensation will be granted for location of paving work.
- 7.2. The Contractor shall make their own investigation of the condition of the available public or private roads or other access, and of clearances, restrictions, bridge load limits, bond requirements and other limitation that affect or may affect transportation and ingress and egress at the job sites. The unavailability of transportation facilities or limitation thereon shall not become a basis for claims for damages or extension of time for completion of work. It shall be the Contractor's responsibility to construct and maintain, at their own expense and at their own risk, any haul roads, access roads, bridges or drainage structures required by construction operations.
- 7.3. Existing Public or Private Roads. The use of existing roads shall be at the Contractor's own expense and risk. It shall be the Contractor's responsibility to anticipate and meet all conditions properly imposed upon the use of existing roads by those having jurisdiction thereover, including (without limitation of the generality of the foregoing) seasonal or other limitations or restrictions, the payment of excess size and weight fees, and the posting of bonds conditioned upon repair of road damage caused by Contractor-generated traffic. It shall be the Contractor's responsibility to satisfy all lawful demands for repair of damage to existing roads caused by contract-generated traffic and barricade public access to project sites.
- 7.4. Haul Routes. The hauling of sand, gravel, earth materials or other intra-job hauling over public highways, roads or bridges shall be in compliance with the applicable local regulations and shall be such as to minimize interference with or congestion of local traffic. Temporary haul routes may be constructed through the basin. Access to the basin shall be from the designated area or as allowed by the permits and approved by the Engineer. Said temporary routes shall be removed and side slopes restored upon completion of hauling material. Routes shall be presented to the Engineer, in plan, prior to their creation, and modified as directed by the Engineer.
- 7.5. Cost. The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of work.

8. Contract Drawings.

When deemed necessary by the Engineer, additional detailed drawings will be furnished to the Contractor during the progress of the work. Applicable standard plates are included in Appendix F.

9. Permits.

Paving will be conducted under Encroachment Permits obtained by the District from the governing agency whose right-of-way is encroached upon including:

- City of Ojai (Appendix A)
- County of Ventura (Appendix B)

- California Department of Transportation (Appendix C)

The Contractor is responsible for complying with all applicable conditions listed on the governing agency encroachment permit respective of where the work is being performed. The Contractor, at their sole expense, shall be required to obtain all other permits and/or licenses as required, including any duplicate permits required by the permitting agencies.

10. Explosives and Blasting.

The use of explosives for the work is not permitted.

11. Water and Power.

The Contractor is required to make their own arrangements for water and power they may require during construction of the project. If water is obtained from existing District facilities, the water will be furnished free of charge, but the Contractor shall be required to use the water through temporary metering facilities.

12. Safety.

- 12.1. The Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
- 12.2. In carrying out the Contractor's work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include, but not be limited to, adequate life protection, and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees; such machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devises, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; traffic control per County of Ventura requirements; and adequate facilities for the proper inspection and maintenance of all safety measures.
- 12.3. The name and telephone number of at least one medical provider in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to the work area.

13. Public Access.

Contractor shall insure all Contractor and subcontractor employees adhere to traffic laws. The Contractor shall provide worker training and follow-up reminders about traffic safety issues and restrictions to all employees and representatives from firms traveling to the work locations. Any employee or subcontractor the District receives reports regarding failing to abide the traffic regulations shall be removed from the job and replaced at no cost to the District.

END OF PART C

PART D - MEASUREMENT AND PAYMENT

1. General.

This section defines rate schedule item prices and the manner in which they will be used to determine measurement and payment for all items included in the bid sheet.

2. Unbalanced Prices.

Proposed rate schedule item prices which are so unbalanced as to be detrimental to the District's interests may be rejected or cause rejection of the Bidder's entire bid at the discretion of the District.

3. Costs Included.

Each proposed bid schedule item price shall cover all costs and charges, including, without limitation, the costs of materials, fabrication, delivery, installation or application, supervision, bond and insurance charges, overhead, profit and taxes. Lump sum prices shall be the exact amount to be applied for the work actually provided for the purpose of establishing the payment due the Contractor.

4. Term of Prices.

Bid schedule item prices accepted by the District shall be held good and in effect until the work is completed and accepted by the District unless modified by change order.

5. Measurement and Payment.

This section defines the manner and method of measurement and payment for all items included in the Proposal and as amended by change order.

Compensation for all plant, equipment, tools, materials, labor, service, safety, permits, and all other items required to complete the work in conformity with the contract documents will be included in the payment provided in this section unless specifically excluded. No other compensation will be made except for the items listed on the bid sheet. Work for which no separate payment has been provided will be considered as a subsidiary obligation of the Contractor and the cost therefor shall be included in the applicable contract price for the item to which the work applies. All measurements of the work done will be made by the Engineer.

5.1. Bid Schedule Item No. 1 – Mobilization / Demobilization within District Boundaries

The unit price payment of mobilization / demobilization shall include the cost to mobilize / demobilize all necessary equipment, materials, labor, and miscellaneous items within District Boundaries as outlined in Appendix D.

- 5.2. Bid Schedule Item No. 2 – Remove cold mix and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all patches where total tonnage of entire paving list is less than or equal to ten tons of AC.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items.

Measurement shall be based on the cumulative tonnage of AC installed per paving list, as measured by weigh tickets and totaling less than or equal to 10 tons. **The minimum tonnage to be measured is 1.0 tons and will be measured to the nearest one-tenth ton thereafter.** Installation includes removal of cold mix and/or slurry to the required depth of final AC, compact subgrade if necessary, tack coat and feather out edges to three inches or better from edges of dig out or T-grind, install 3/8 to 3/4- inch aggregate AC and compact. Finished asphalt surface is to be smooth and flush with surrounding surface.

- 5.3. Bid Schedule Item No. 3 – Remove cold mix and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all patches where total tonnage of entire paving list is greater than ten tons and less than or equal to twenty tons of AC

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items.

Measurement shall be based on the cumulative tonnage of AC installed per paving list, as measured by weigh tickets and totaling greater than 10 tons and less than or equal to 20 tons, measured to the nearest one-tenth ton. Installation includes removal of cold mix and/or slurry to the required depth of final AC, compact subgrade if necessary, tack coat and feather out edges to three inches or better from edges of dig out or T-grind, install 3/8 to 3/4- inch aggregate AC and compact. Finished asphalt surface is to be smooth and flush with surrounding surface.

- 5.4. Bid Schedule Item No. 4 – Remove cold mix and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all patches where total tonnage of entire paving list is greater than twenty tons and less than or equal to thirty tons of AC.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items.

Measurement shall be based on the cumulative tonnage of AC installed per paving list, as measured by weigh tickets and totaling greater than 20 tons and less than or equal to 30 tons, measured to the nearest one-tenth ton. Installation includes removal of cold mix and/or slurry to the required depth of final AC, compact subgrade if necessary, tack coat and feather out edges to three inches or better from edges of dig out or T-grind, install 3/8 to 3/4- inch aggregate AC and compact. Finished asphalt surface is to be smooth and flush with surrounding surface.

- 5.5. Bid Schedule Item No. 5 – Remove cold mix and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all patches where total tonnage of entire paving list is greater than thirty tons and less than or equal to fifty tons of AC.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items.

Measurement shall be based on the cumulative tonnage of AC installed per paving list, as measured by weigh tickets and totaling greater than 30 tons and less than or equal to 50 tons, measured to the nearest one-tenth ton. Installation includes removal of cold mix and/or slurry to the required depth of final AC, compact subgrade if necessary, tack coat and feather out edges to three inches or better from edges of dig

out or T-grind, install 3/8 to 3/4- inch aggregate AC and compact. Finished asphalt surface is to be smooth and flush with surrounding surface.

5.6. Bid Schedule Item No. 6 – Remove cold mix and install 3/8 to 3/4 - inch aggregate asphalt concrete (AC) and compact to required thickness for all patches where total tonnage of entire paving list is greater than fifty tons of AC.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the cumulative tonnage of AC installed per paving list, as measured by weigh tickets and totaling greater than 50 tons, measured to the nearest one-tenth ton. Installation includes removal of cold mix and/or slurry to the required depth of final AC, compact subgrade if necessary, tack coat and feather out edges to three inches or better from edges of dig out or T-grind, install 3/8 to 3/4- inch aggregate AC and compact. Finished asphalt surface is to be smooth and flush with surrounding surface.

5.7. Bid Schedule Item No. 7 – Saw cut pavement and cold mill to a 1½-inch depth a minimum of 12 inches outside the top of trench (T-Grind).

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the cumulative square footage completed for grinding existing AC along the outside top of trench to a width specified by District personnel and/or in accordance with governing agency standards. Unit price includes removal and disposal of AC grindings in compliance with all local, state, and federal requirements. Subsequent AC patch will be based on the unit price for tonnage of AC installed on entire paving list.

5.8. Bid Schedule Item No. 8 – Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the number of valve cans raised. Valve cans should be in accordance with Plate E-4(a) “Raising Existing Utility Cover” and shall include the concrete collar. Subsequent AC patch will be based on the unit price for tonnage of AC installed on entire paving list.

5.9. Bid Schedule Item No. 9 – Install asphalt concrete (AC) berm to match surrounding and/or existing AC berm (excluding AC).

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on cumulative linear footage of AC berm installed. Installation includes tack coat and feather out edges to three inches or better from edges of removed section and installation of new AC berm of same dimensions of surrounding berm. AC will be based on the unit price for tonnage of AC installed on entire paving list.

5.10. Bid Schedule Item No. 10 – Removal of existing concrete, prepare subgrade, pour and finish Portland Cement Concrete (PCC) at a thickness of three inches.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the cumulative square footage of concrete removed and replaced with 3-inch

thick PCC. Unit price shall include saw cutting two inches into existing PCC at the nearest score lines to the trench, breaking remaining thickness, removal and disposal of concrete in compliance with all local, state, and federal requirements, preparation of subgrade, and replacement with 330-AS-23 (560-A-3250) PCC at a thickness of 3-inches. Surface finish shall match and be flush with surrounding PCC.

5.11. Bid Schedule Item No. 11 – Install Portland cement concrete (PCC) curb and gutter to match surrounding and/or existing PCC curb and gutter.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the cumulative linear footage of PCC curb and gutter installed. Installation includes saw cutting, removal of any damaged PCC, and disposal of concrete in compliance with all local, state, and federal requirements. Curb and gutter to be replaced with 330-AS-23 (560-A-3250) PCC of same dimensions as surrounding curb and gutter. Finished concrete shall be smooth and flush with surrounding PCC.

5.12. Bid Schedule Item No. 12 – Install 4 to 6-inch thermoplastic striping.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the cumulative linear footage of thermoplastic striping installed of same width, color, and pattern of existing adjoining striping. Installation includes surface preparation and thermoplastic application.

5.13. Bid Schedule Item No. 13 – Paint road striping.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the cumulative linear footage of painted road striping of same width, color, and pattern of existing adjoining striping.

5.14. Bid Schedule Item No. 14 – Install hot rubberized crack seal.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the cumulative linear footage of hot rubberized crack seal applied to saw-cut pavement outside T-Grind.

5.15. Bid Schedule Item 15 – Provide certified flagger to setup and conduct traffic control per governing agency standards.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the cumulative number of worker hours of trained and certified flagger(s) dedicated to the set-up, take down, and conduct traffic control as required per governing agency standards. Flagger must be dedicated solely to traffic control purposes and shall not be pulled to perform paving work while an active flagger is required. If flagger is performing paving work, those worker hours shall be considered as included within the unit cost of other rate schedule items. Traffic control is to be in accordance with the governing agency requirements and the California Manual on Uniform Traffic Control Devices (CA MUTCD) minimum recommended channelizer and sign spacing.

5.16. Bid Schedule Item 16 – Provide flashing arrow sign as required per governing agency standards.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the number of individual flashing arrow signs used per day for the implementation of traffic control in accordance with the governing agency requirements and the California Manual on Uniform Traffic Control Devices (CA MUTCD) minimum recommended channelizer and sign spacing.

5.17. Bid Schedule Item 17 – Provide construction sign as required per governing agency standards.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the number of individual construction signs used per day for the implementation of traffic control in accordance with the governing agency requirements and the California Manual on Uniform Traffic Control Devices (CA MUTCD) minimum recommended channelizer and sign spacing.

5.18. Bid Schedule Item 18 – Provide traffic barricade as required per governing agency standards.

The unit price shall include all necessary equipment, materials, labor, and miscellaneous items. Measurement shall be based on the number of individual traffic barricades used per day for the implementation of traffic control in accordance with the governing agency requirements and the California Manual on Uniform Traffic Control Devices (CA MUTCD) minimum recommended channelizer and sign spacing.

END OF PART D

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Appendix A

City of Ojai Encroachment Permit



CITY OF OJAI DEPARTMENT OF PUBLIC WORKS

ANNUAL UTILITY ENCROACHMENT PERMIT APPLICATION

Instructions: Complete this form, attach all required documents and email it to pwpermits@ojai.ca.gov. Please do not leave fields blanks. You can submit estimated dates for work, however, you **must** submit all required documents or the application will be deemed to be **incomplete**, will **not** be accepted and permit will **not** be issued.

Blanket permits, renewable annually, may be issued to any city, municipal utility district, municipal water district, or public utility, subject to compliance with the applicable provisions of this chapter. The issuance of a blanket permit shall not relieve the permittee from making such reports of activity under the blanket permit as may be required by the Director and for paying for inspection repairs and other costs incurred by the City due to the permittee's activity (OMC Sec. 7-1.114).

APPLICANT INFORMATION

Permittee: Casitas Municipal Water District

Address: 1055 Ventura Ave	City: Oak View	Zip Code: 93022
Primary Contact: Julia Aranda	Phone: 805-649-2251	Email: jaranda@casitaswater.com
Field Contact: Corban Suggs	Phone: 805-649-2251	Email: csuggs@casitaswater.com

DESCRIPTION OF WORK:

Repair and replace waterlines and related facilities throughout the City of Ojai.

DOCUMENTS ATTACHED/REQUIRED FOR APPLICATION

The following attachments are required to accompany all applications/notifications:

Encroachment Permit General Provisions	Attached to this application are the general provisions that each permittee must follow with a valid and issued permit. Including but not limited to, proper notification of work commencement, traffic control, valid insurance, etc. Applicant must sign and accept the general provisions.
Notification Form	Each job scheduled shall be accompanied by a notification form and submitted to pwpermits@ojai.ca.gov for approval. Please submit and obtain approval a minimum of 72 hours prior to work commencing. Each notification is billed at a flat rate of \$244.00. Permittee will be billed biannually for all notifications submitted within the calendar year.
Significant Incident Report	It may be necessary to conduct emergency work for the preservation of life or property. In such cases, the permittee shall complete the significant incident report attached to this application and complete a notification form within two business days.

Annual Summary of Work	To track all notifications, permittee shall maintain and update the notifications for work by tracking them in the attachment provided.
Insurance	The Permit holder shall obtain and maintain insurance at all times during the performance of work authorized by this Permit, in the kinds and amounts specified in the City of Ojai Municipal Code. Contractors and/or subcontractors must provide their own insurance certificate in addition to the permit holder's certificate. Certificates of insurance shall be provided to the Public Works Department and shall name City of Ojai as additional insured. A current copy must be on file with the Public Works Department prior to any permit being issued.
Alternate Working Hours Request	Normal construction hours are from 7am to 5pm Monday through Friday. No work shall be performed on Saturdays, Sundays or City Holidays without prior approval from the director. Requests for alternate working hours shall be made in writing. These requests are approved or denied by the Community Development Director per Municipal Code section 5-11.07g. If you are requesting overtime work beyond normal working hours please provide a written request along with your notification
Standard Conditions for Cultural Monitoring and Protected Trees	Please review the standard conditions for cultural monitoring and protected trees included as an attachment to this application. Applicant must sign and accept the standard conditions.

ACKNOWLEDGEMENT: I understand that any permit that may be granted as a result of this request may be revoked by the City at any time. In consideration for issuance of this permit, I agree, and by use hereof, my agents, employees, contractors, agree to be bound by all of the provisions of Title 7, Chapter 1, of the Ojai Municipal Code, the Standard Conditions attached to this permit, and any special conditions hereon and attached hereto. I further agree to hold the City harmless (Sec. 7-1.105) from any claims, defense and legal costs, judgments for damages, or other relief against the city as a result of acts, or omissions, by me or my representatives, in the performance of any activities permitted hereunder, whether the condition giving rise to the claim or judgment was created in whole, or in part, by me or my representatives. Any inspection by the City shall in no way relieve the permittee from responsibility for the work. Applicant and Contractor are responsible with all compliance with all permit requirements, standard conditions, special conditions, and any other applicable requirements.

Normal working hours are Monday through Friday 7:00 am to 5:00 pm **Initials** ja

Julia Aranda
Digitally signed by Julia Aranda
 DN: cn=Julia Aranda, o=Castitas Municipal Water District,
 ou=Engineering, email=j.aranda@castitaswater.com, c=US
 Date: 2024.12.11 16:24:08 -08'00'
 Signature of Permittee

12/11/2024
 Date

Julia Aranda
 Print Name

Engineering Manager
 Title

Attachments:

- Encroachment Permit General Provisions – **Please sign and acknowledge**
- Standard Conditions for Cultural Monitoring and Protected Trees – **Please sign and acknowledge**
- Notification Form – To be submitted and approved for each job under Annual
- Significant Incident Report – To be filled out for emergency work
- Annual Summary of Work – To track all notifications submitted
- Resolution No. 18-13 Cultural Resources Protection
- Street Paving Moratorium List

OFFICE USE ONLY

PERMITTEE SHALL NOTIFY and submit a NOTIFICATION FORM to pwpermits@ojai.ca.gov, Public Works Permit Technician, 72 HOURS PRIOR TO COMMENCING WORK

Phone: (805) 646-5581 EXT 200

PERMITTEE SHALL CONTACT the Public Works Inspector, for any job site questions or pre construction meetings.

Phone: (805) 646-5581 EXT 203

Cell: (805) 722-7239

SPECIAL CONDITIONS:

Permission is hereby granted to perform activities described above subject to the statutes, ordinances, and conditions described above. Standard conditions and special conditions hereon and attached hereto are made part hereof by reference. The permission granted for the period of:

Dates Permit Valid: 01/01/2025-12/31/2025

Approved By: *Lindy Palmer*

Public Works Director

PERMIT FEES		
Type	Fee	Subtotal
*Annual Permit	\$1,198.00	
TOTAL		

*The Annual Permit is a one-time application fee, however, each notification that is submitted will be charged a flat rate of \$244.00. All permittees will be billed biannually. January 1st through June 30th and July 1st through December 31st.



ENCROACHMENT PERMIT GENERAL PROVISIONS

WHEN TREE PERMITS ARE REQUIRED: A tree permit shall be required when any person wishes to trench, grade, fill, compact or place construction material of any type in the "Drip Line" of an Oak, Sycamore, Mature or Heritage tree. Applications for a tree permit shall be accompanied by a report prepared by an ISA-certified arborist, or deposit funds so that the City can arrange for an arborist's report at the applicant's expense. "Drip Line" shall mean the area around a tree that encompasses a series of points formed by the vertical dripping of water from the outward branches and leaves of a tree, plus five (5') feet beyond those points (OMC Sec. 4-11.03).

SAFETY DEVICES, LIGHTS, AND BARRICADES: In the conduct of any encroachment work, supplies and excavated material shall be properly placed, and the permittee shall provide and maintain such safety devices, including, but not limited to, lights, barricades, signs, watchmen, as are necessary to protect the public (OMC Sec. 7-1.201).

WORK PERFORMED WITH OR WITHOUT PERMITS: Whenever this chapter requires a permittee to perform work, take any action, or be liable for any fee or cost, such requirement also shall apply to any person who commences any work for which a permit is required by this chapter, whether such person obtains such a permit or not (OMC Sec. 7-1.206).

NO PERMIT PROCEDURE: Any person who shall commence any work for which a permit is required by this chapter without first having obtained a permit therefor shall stop the work and apply for such permit. Failure on the part of such person to stop the work and to obtain a proper permit shall make him or her in violation of this chapter and subject to all the penalties therefore (OMC Sec. 7-1.207).

EMERGENCY EXCAVATIONS: Nothing in this article shall prohibit any person from maintaining by virtue of any law, ordinance, or permit any pipe, cable, or conduit in any highway or from making such excavation as may be necessary for the preservation of life or property if the person making such excavation applies for a permit not later than the next business day (OMC Sec. 7-1.422).

STORMWATER: The Permittee is responsible for full compliance with the following: (a) The discharge of pollutants into the storm drain system is prohibited. All discharges of material other than storm water must be in compliance with NPDES

Permit No. CAS063339 or any other NPDES permit issued by the State of California (OMC Sec. 5-12.103). (a) The Director may adopt requirements establishing appropriate BMPs for any activity, operation or facility which may cause or contribute to pollution or contamination of the storm drain system. If relevant BMPs have been promulgated by the City or any federal, State of California and/or regional agency for an activity, operation or facility which would otherwise cause the discharge of pollutants to the storm drain system or watercourses, every person undertaking such activity or operation or owning or operating such facility shall implement such BMPs. (b) Any person engaged in activities or operations or owning facilities or property which will or may result in pollutants entering the storm drain system, or watercourses, as determined by the Director, shall implement applicable BMPs to the extent they are technologically and economically achievable to prevent and/or reduce such pollutants (OMC Sec. 5-12.106).

STREET MORATORIUM ON NEWLY PAVED

STREETS: The City seeks to minimize pavement degradation, maintain structural integrity of streets, maintain a smooth riding surface for all modes, and limit negative visual impacts. Contactors or utility companies with permits that require excavation of roadways shall effectively plan and review conflicts that may be encountered. On a paved, constructed, or reconstructed street, the pavement surface shall not be cut or opened for a period of five (5) years after completion or from the recordation of a notice of completion. The City of Ojai requires all trench cuts to be T-cuts, to reduce the negative impacts of the trench cut.

APPLICANT ACCEPTANCE AND ACKNOWLEDGEMENT OF GENERAL PROVISIONS

Julia Aranda

Applicant Name

Julia Aranda

Digitally signed by Julia Aranda
DN: cn=Julia Aranda, o=Casitas Municipal Water
District, ou=Engineering,
email=jaranda@casitaswater.com, c=US
Date: 2024.12.12 08:47:43 -08'00'

Applicant Signature

12/12/2024

Date



STANDARD CONDITIONS FOR CULTURAL MONITORING AND PROTECTED TREES

the pruning or trimming of trees within the City shall, on June 30th of each year, submit to the Director an Annual Notification of Maintenance Activities. This notification shall include, but not be limited to, the following: (1) map of facilities to be maintained; (2) schedule of work to be performed; (3) site plan of protected trees that might be affected; (4) a report from a certified arborist describing tree trimming methods and standards to be used; and (5) certifications and qualifications of tree workers and supervisors. All such work shall require an annual permit and shall be governed by the performance standards and restrictions of this chapter. Applicants will be required to pay a fee for monitoring of routine maintenance by a City retained ISA-certified arborist, which shall be set by resolution, and shall not exceed two thousand five hundred dollars (\$2,500.00) per year. OMC Sec. 4-11.06.

ENFORCEMENT: (a) Violation—Penalty. Any person who cuts, damages, moves or removes any oak, sycamore, heritage or other designated mature tree within the City or encroaches into the drip line of such tree in violation of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, may be punished as set forth in Title 1, Chapter 2, Section [1-2.03](#) of this Code. (b) Violation—Restitution. It has been determined that the oak, sycamore, heritage and other designated trees within the City are valuable assets to the citizens of the City and to the citizens of the Ojai Valley and, as a result, of the loss or damage to any of these trees, the public should be recompensed. In addition to any penalties provided by subsection (a) above, any person who cuts, damages or removes any tree in violation of the terms of this chapter is responsible for property restitution and may be required to do any or all of the following: (1) Replace the oak, sycamore, heritage or other designated mature tree or trees so removed or damaged by the donation of or by replanting two (2) or more of such trees of reasonably equivalent size and value to the tree damaged or removed. The number, size and location of said equivalent replacement tree shall be determined by the Director. (2) Pay double the customary tree permit application fee and provide for

replacement of the damaged or removed trees in an amount that is double their value using the appraisal standards of the ISA or other method of valuation acceptable to the Director. OMC Sec. 4-11.13.

APPLICANT ACCEPTANCE AND ACKNOWLEDGEMENT OF STANDARD CONDITIONS FOR CULTURAL MONITORING AND PROTECTED TREES

Julia Aranda

Applicant Name

Julia Aranda

Digitally signed by Julia Aranda
DN: cn=Julia Aranda, o=Casitas Municipal Water District,
ou=Engineering, email=jaranda@casitaswater.com, c=US
Date: 2024.12.12 08:48:10 -08'00'

Applicant Signature

12/12/2024

Date

CASITAS MUNICIPAL WATER DISTRICT • PAYABLES FUND ACCOUNT

01-00947 ** CITY OF OJAI **

54658
054658 01/02/2025DATE I.D.
12/27/2024 10032

PO #

DESCRIPTION
Annual Permit ApplicationAMOUNT
1,198.00

ACCOUNT #:

CHECK TOTAL 1,198.00

LR6819LN1

CRAMER MARKETING 806-371-7310 FAX 806-371-0720

PRINTED IN U.S.A.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CASITAS MUNICIPAL WATER DISTRICT

PAYABLES FUND ACCOUNT

1055 VENTURA AVENUE
OAK VIEW, CA 93022
805-649-2251MECHANICS BANK
OAK VIEW, CA

90-203/1211

54658

DATE 01/02/2025 054658

AMOUNT \$*****1,198.00

PAY ----- ONE THOUSAND ONE HUNDRED NINETY EIGHT & 00/100 DOLLARS -----

TO THE
ORDER
OF** CITY OF OJAI **
DEPT OF PUBLIC WORKS
408 S SIGNAL STREET
OJAI, CA 93023

PAYABLES FUND ACCOUNT

M. Flood

FOR CASITAS MUNICIPAL WATER DISTRICT

⑈054658⑈ ⑆121102036⑆ 9759651478⑈

Appendix B

Ventura County Encroachment Permit



County of Ventura
ADMINISTRATIVE PERMIT
PUBLIC WORKS AGENCY
ROADS & TRANSPORTATION

800 South Victoria Avenue, Ventura, CA 93009
Phone (805) 654-2055 / Fax (805) 654-5169
<http://www.ventura.org/pwa>

Permit No.:	PA-0007-2025
Date:	12/11/2024
Permit Type:	E3

The undersigned hereby applies for permission to encroach on the following described County Right of Way or other property:

Location of Work: ADMINISTRATIVE EXCAVATION RIDER PERMIT. Work location shall be identified on a separate permit for each location.

Description of encroachment or work to be done: No work is permitted with an Administrative Permit unless otherwise exempt in the attached Administrative Permit Conditions. A separate permit is required for each location where work is not exempt.

Permittee Name: CASITAS MUNICIPAL WATER DISTRICT

Phone: 805-649-2251

Email: jaranda@casitaswater.com

Address: 1055 Ventura Avenue, Oak View, CA 93022

Contractor:

Phone:

Email:

Address:

Note: Working in the road right of way without an approved permit is a misdemeanor and may be subject to double fees and other penalties.

ACKNOWLEDGEMENT

I understand that any permit that may be granted as a result of this request may be revoked by County at any time. In consideration for issuance of this permit, I agree, and by use hereof, my agents, employees, contractors and invitees agree to be bound by all of the provisions of California Vehicle Code Sections 35780, 35782, Division 12 of the Ventura County Ordinance Code, the Standard Conditions included with this permit and any special conditions hereon, or attached hereto.

I agree to hold the County, its officials, officers, employees and agents harmless from any claims, defense and legal costs, judgments for damages, or other relief against the County as a result of acts, or omissions, by me or my representatives, in the performance of any activities permitted hereunder, whether the condition giving rise to the claim or judgment was created in whole, or in part, by me or my representatives.

I understand that a violation of the conditions would constitute a violation of the encroachment ordinance which is a misdemeanor per section 12301 and is guilty of separate offenses for every day and part thereof which such violation remains. I agree to comply with all conditions of approval for the permit. I further agree to continually maintain all encroachments authorized by this permit in a condition acceptable to the County.

By: _____ On File _____ Date: _____
SIGNATURE OF PERMITTEE

Name: _____ JULIA ARANDA _____ Title: _____

Permission is hereby granted to perform the activities described above subject to the statutes, ordinances and conditions described above. Special Conditions hereon and attached hereto are made a part hereof by reference. The permission is granted for the period of:

Issued 01/01/2025 To 12/31/2025

By: 
Luis Gonzalez

Permit Valid
Fees to be Billed
Public Works Agency
County of Ventura

County of Ventura
ADMINISTRATIVE PERMIT
PUBLIC WORKS AGENCY
ROADS & TRANSPORTATION

Permit No.:	PA-0007-2025
Date:	12/11/2024
Permit Type:	E3

Permittee shall comply with the following Conditions of Approval:

- 1. Work shall not start prior to contacting PW inspector, regardless of whether a separate encroachment permit is required.** Contact the Permits Section at (805) 654-2055 if you do not know the phone number for the PW Inspector in the geographic area of the work. For the West Area Inspector call 805-218-3454, East Area Inspector at 805-794-2211 or South Area Inspector at 805-701-9563.
2. Permit fees will be double if work is started prior to obtaining a separate permit for each location, when a separate permit is required. To determine when a separate permit is required, see the Administrative Permit Conditions.
3. Permittee shall submit a separate encroachment permit application for every job location, if not exempt under the Administrative Permit Conditions. When a separate permit is required, any work without the authority of a separate permit for that location is a violation of the County Encroachment Ordinance 4540.

County of Ventura
ADMINISTRATIVE PERMIT
PUBLIC WORKS AGENCY
ROADS & TRANSPORTATION

Permit No.:	<u>PA-0007-2025</u>
Date:	<u>12/11/2024</u>
Permit Type:	<u>E3</u>

2025 ADMINISTRATIVE PERMIT CONDITIONS
SMALL EXCAVATIONS AND ROUTINE MAINTENANCE

Submittal. By submitting a signed permit application, permittee accepts and agrees to comply with all terms and conditions, including those appearing on the permit application, these administrative permit conditions, the standard conditions, and all special permit-specific conditions.

Conditions. Permittee is responsible for compliance with all conditions of the permit, regardless of whether permittee employs contractors or others to perform the work.

Violation. Failure to comply with any condition of the permit, including work contrary to any condition of the permit, constitutes a misdemeanor violation of Ventura County Ordinance 4540 (EO 4540) approved by the Board of Supervisors on March 19, 2019.

Compliance and penalties. In order to ensure compliance with the conditions of the permit and in accordance with EO 4540, failure to abide by the permit conditions, including notification for inspections and emergency work, may result in one or more of the following: penalty or changes in permit fees; permit modification or revocation; permit issuance when separate individual permit required; removal or modification of the encroachment; reconstruction or repaving of the pavement or shoulder; paving restoration by County paving contractor.

EMERGENCY REPAIRS:

Emergencies.

Emergency repairs require (A) an immediate email to PWA.TransInspections@ventura.org and courtesy copy to PWA.TransPermits@ventura.org and (B) phone call to the Permits Section at (805) 654-2099. In the email and phone message, provide the road name, contractor and permittee name, time and date of the incident. An application for the emergency work must be submitted no later than 5:00 p.m. the next business day. Failure to comply and working without a permit will be treated as stated here below.

SEPARATE INDIVIDUAL PERMIT REQUIRED:

Separate permit. A separate individual permit is required when ANY of the following are true:

- (1) Excavation is required, including, but not limited to, pole replacements, pole reinforcement, or any such preparatory work.
- (2) Work duration is more than eight (8) hours.
- (3) Location of work and traffic conditions do not meet Scenario #1 or Scenario #2 below or require a road closure.

If any of these above are true, then the work is NOT covered under the Administrative Permit and a separate individual permit is required. For application requirements, please read Requirements for Application Submittal here below. Permit applications may be found at: <https://www.vcpbublicworks.org/applyforpermits/>.

County of Ventura
ADMINISTRATIVE PERMIT
PUBLIC WORKS AGENCY
ROADS & TRANSPORTATION

Permit No.:	PA-0007-2025
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Small excavations. Administrative permit holders may be eligible for a small excavation permit with the review fee waived. Small excavation permits are defined here below.

- Thirty (30) square feet or less and layout is anywhere in pavement or shoulder.
30 SF = 5.5 feet x 5.5 feet. Measurement from sawcut or edge of pavement.
- Trench length and width do not exceed sixty (60) feet by two (2) feet and the layout is across the pavement or shoulder. Across the pavement means the long dimension is generally perpendicular to the centerline or longitudinal direction of the roadway.

WORKING UNDER ADMINISTRATIVE PERMIT (SEPARATE INDIVIDUAL PERMIT NOT REQUIRED):

Administrative permit for excavation. Administrative permit holders may perform routine access and maintenance to facilities under Administrative Permit when all of the following conditions are true:

- (1) NO excavations. Work does NOT require excavation. NO excavation will be performed.
- (2) Work duration is less than eight (8) hours.
- (3) Speed limit and traffic control conditions for the work meet one of the following scenarios (all items must be met under “a” or “b”).
 - (a) Scenario #1 (local residential roads):
 - Speed limit is 25 mph or less posted or observed;
 - Traffic control is limited to shoulder work (TA-3), shoulder work with minor encroachment (TA-6), or flagging operation (TA-10);
 - Two-way traffic will be maintained during the work;
 - Work zone is no longer than 100 feet.
 - (b) Scenario #2 (collector roads, higher speed or higher volume roads):
 - Speed limit is greater than 25 mph posted or observed;
 - Traffic control is limited to shoulder work (TA-3) (e.g. working only on shoulders, no flagging operation, no traffic delays, no work in traveled way or bicycle lane).
 - Work zone is no longer than 100 feet.

Questions. When permit holder has questions, contact Permits Section. Decisions regarding need for separate individual permits will be made on a case-by-case basis.

Inspector Pre-Notification

Pre-Notification. Any work under Administrative Permit requires pre-notification. Permit holders must notify via phone or email the Inspector forty-eight (48) hours or two (2) business days prior to commencing work in road right-of-way, whichever is greater. Method of communication must be agreed to by Inspector. Additional traffic control measures may be required for the work. For messages to inspection hotline, please provide permit

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ROADS & TRANSPORTATION

Permit No.:	PA-0007-2025
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number, road name or address, name and phone number to receive call back.
Inspection Request Voicemail: (805) 654-2099 (messages only).
Inspection Email: pwa.transinspections@ventura.org.

WORKING WITHOUT A SEPARATE INDIVIDUAL PERMIT:

Automatic charges. Any unpermitted work will be charged penalty fees in accordance with EO 4540 and the most current approved fee schedule. Penalty fees and permit fees will be placed automatically on the permittee's billing account under the following unpermitted work scenarios.

- (1) Any work started, in progress, or completed without a separate individual permit for the specific location when a separate individual permit would have been required.
- (2) Any emergency work completed without proper phone notification and subsequent application submittal.

Automatic permit issuance. A separate individual permit (after-the-fact permit) may be issued automatically by the Permits Section when unpermitted work occurs.

AUTOMATIC EXTENSIONS:

Extensions. Any valid permit that has expired with work not completed will be automatically extended ninety (90) days by the County with an extension fee applied to the permittee's billing account.

Maximum Extension. Maximum number of extensions will be three (3) or one year from valid permit start date, unless additional extensions are approved.

Extension application. When an application for an extension is filed prior to the permit expiration date, one extension of reasonable duration may be granted at no charge (Extension).

REQUIREMENTS FOR APPLICATION SUBMITTAL:

Complete application. The following items are required for the application submittal to be considered a complete application (Apply for Permits). Incomplete applications may result in a delay of one or more working days or longer in issuing the permit.

- (1) Location. Exact location and description of the work. Provide accurate written description and GPS coordinates.
- (2) County Road. Road name and distance from the nearest intersection or mile marker. Provide the situs address, if known.
- (3) Size. Size of the excavation (length, width, and depth).
- (4) Plans, sketches, and dimensions. Location or layout of the excavation in the road right-of-way.

County of Ventura
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Permit No.:	PA-0007-2025
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- (a) The applicant must provide a sketch, describe the location of the excavation, and explain whether the excavation is located in the pavement, shoulder, parkway or sidewalk.
 - (b) The applicant must provide distances or dimensions from the edges of the excavation to visible features nearby.
 - (c) The applicant must provide an aerial photo and street view from a mapping service.
 - (d) When items (a) and (b) and (c) are missing from the application, the application may be deemed incomplete. Incomplete applications may not be processed.
- (5) Schedule. Estimated start date and completion date of the work. Precise dates are not required; however, a better estimate of the construction timeline will assist inspectors in inspecting the work. Permits are typically issued in 90-day increments.
- (6) Traffic Control Plan. Anticipated traffic control required for the work.
- (a) Any work in the right-of-way of a county-maintained roadway that requires traffic control.
 - (b) The applicant may propose a Caltrans standard traffic control plan (TCP) or provide a site-specific traffic control plan.
 - (c) The TCP must be completed by a traffic control professional in accordance with the CAMUTCD.
 - (d) Any work conducted without traffic control is considered a violation of the Administrative Permit and Ordinance.
 - (e) Site-specific traffic control plans are reviewed and approved by VCPWA-RT. Review fees are charged to the permit.
- (7) Permittee and field contact. Contact information for the applicant/permittee, contractor, and/or field contact. An email address and phone number are required. The facility owner will be designated as the permittee. Any contractor working on behalf of a permittee must provide an agent authorization (Authorization).
- (8) Signature. Signature on the application or agent authorization. A signature from the applicant/permittee is required on the application or agent authorization. The agent authorization may be effective for one calendar year or as specified by the applicant/permittee.
- (9) Submittal. Submit the complete application electronically to pwa.transpermits@ventura.org. The preferred method of submittal is through email.
- Other methods of submittal include:
- (a) Facsimile to (805) 654-5169;
 - (b) Mail to Ventura County Public Works Agency Roads & Transportation – Permits Section at 800 South Victoria Avenue, Ventura, California 93009-1620; or
 - (c) In-person at the front counter. Front-counter is open specific days of week. For open days, see VCPWA website at <https://www.vcpwpublicworks.org/>.
- (10) Payment of fees. Permit fee(s) may include review fee, engineering review fee, and inspection fee, or an additional deposit for additional inspection time. Permit will be issued after all current applicable fees have been paid. For permittees with billing accounts, the permit will be emailed to the permittee or designee without pre-payment. The appropriate fee(s) will be billed to the permit and invoiced monthly. Credit card payments are accepted through Accela Citizen Access (ACA).

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REQUIREMENTS FOR ALL TYPES OF WORK:

- (1) Standards. Permittee with administrative permit for excavations must comply with the following standards and conditions:
 - 2025 Encroachment Permit Standard Conditions
 - NPDES Requirements
 - Conditions of Approval or attachments with any separate individual permit
 - These administrative permit conditions
 - Any special conditions
- (2) Pre-Approval. Permittee must obtain approval to start work from the Inspector a minimum of forty-eight (48) hours or two (2) working days, whichever is longer, in advance of the proposed start time.
- (3) Road restoration. When a separate individual permit is required and the scope of the work includes an excavation, additional pavement repair or replacement beyond the excavation boundary may be required. Contact the Inspector for details.
 - (a) All roadways overlaid within the previous five (5) years of the permitted excavation are subject to special repair procedures, including but not limited to, complete overlay of the lane(s) in which the excavation is made, as specified in the special conditions and CRS E-11 and E-12 (CRS). For paving history, go to County View Mapping (County-View).
 - (b) All roadways rehabilitated within the previous two (2) years of the permitted excavation are subject to special repair procedures as specified in the permit conditions and CRS E-11 and E-12 (CRS). For paving history, go to County View Mapping (County-View).
- (4) Permit copy. Permittee must provide hard copy of permit to Inspector upon request, including any permit attachments, standard conditions, or special conditions. Permittee's work crews, contractors, or agents working in the road right-of-way must retain a hard copy of the permit in the field at all times.
- (5) Insurance. Permittee must continue to maintain liability insurance in accordance with the County requirements at all times during the permit period.

LINKS:

Accela Citizen Access: <https://vcca.ventura.org/CitizenAccess/Welcome.aspx>

Applications: <https://www.vcpublicworks.org/applyforpermits/>

County-View Mapping: <http://gis.ventura.org/PWA-Transportation/>

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2025 ENCROACHMENT PERMIT STANDARD CONDITIONS

Submittal. By submitting a signed permit application, Permittee accepts and agrees to comply with all terms and conditions, including those appearing on the permit application, these standard conditions, and all special conditions.

Conditions. Permittee is responsible for compliance with all conditions of the permit, regardless of whether Permittee employs contractors or others to perform the work.

Violation. Failure to comply with any condition of the permit, including work contrary to any condition of the permit, constitutes a misdemeanor violation of Ventura County Ordinance 4540 approved by the Board of Supervisors on March 19, 2019. A misdemeanor is considered a serious offense punishable with up to six months in jail, a \$1,000 fine, or both (VCCO § 13-2, 12200(b)). The violator may be liable for any costs or damages and permit fees may be doubled (VCCO § 12208, 12605). California State Law under the Streets & Highways Code authorizes the County to seek civil judgments to recover costs of removing unauthorized encroachments, including clean-up of waste, and recover a penalty of \$350 per day the encroachment continues after notice (S&H § 1480.5, 1483, 1484, 1485, 1496).

Standards. All construction must conform to the encroachment permit, these standard conditions, any special conditions, the Encroachment Ordinance (EO) 4540 (Ventura County Ordinance Code § 12000 et seq.) approved by the Board of Supervisors (BOS) on March 19, 2019 (EO 4540), the County Road Standards (CRS) approved by the BOS (CRS), the most current version of the Standard Plans and Specifications for Public Works Construction (SPPWC) (SPPWC), the Standard Land Development Specifications (SLDS), and the Ventura Countywide Storm Water Quality Management Program (VCSWQMP) (VCSWQMP) as part of the National Pollutant Discharge Elimination System Permit CAS004002 (Permit) as well as all State and Federal requirements of the Clean Water Act or as approved by the County. All of the above documents are incorporated herein by reference.

Inspection. Permittee must confer with Ventura County Public Works Agency Roads & Transportation (VCPWA-RT) (VCPWA-RT) Inspector (Inspector) listed on the permit or their designee and obtain approval to start work no later than two (2) working days prior to the desired start date. In addition, Permittee must call the Inspector before placing concrete. Failure to abide by permit conditions, required notifications, and inspections may result in one or more of the following: penalty fees; permit revocation; removal of the encroachment; reconstruction of the encroachment. Permittee must notify Inspector when work is completed.

Permit. Permittee must retain hard copy of permit at work location and submit to Inspector upon request, including any permit attachments, standard conditions, or special conditions.

Dig-Alert. Under Government Code Sections 4216.2 and 4216.9, this permit is not valid for excavation work until Permittee first obtains an Inquiry Identification (I.D.) Number (also called Dig Alert Number) from the Regional Notification Center. To obtain a pre-excavation I.D. number, call Underground Service Alert (USA) of Southern California toll free at 811 or 800-422-4133 a minimum of two (2) working days and maximum of fourteen (14) days before commencing excavation work. For more information regarding Dig Alert, go to <http://call811.com/>. For California, go to <http://call811.com/map-page/california>.

WORKING WITHOUT A PERMIT:

Violation. Any person who performs work or conducts activities in the right-of-way of a county-maintained

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ROADS & TRANSPORTATION

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roadway that would require a permit is guilty of a misdemeanor and is liable to the County for all expenses and any damages caused by the work or activity. VCPWA-RT may issue any permit on behalf of the person performing the work or conducting the activity without pre-application and the Permittee will be subject to all fees and costs required by the permit and the most current fee schedule (Fees). Any work without a permit is subject to penalty fees. For more information, see EO 4540 (EO 4540).

WORKING WITH AN EXPIRED PERMIT:

Extensions. Any valid permit that has expired with work not completed will be automatically extended ninety (90) days by the County's permitting software and charged a permit extension fee. If requested in writing prior to the permit expiration date, one extension of a reasonable duration will be granted at no charge. For the permit extension form, go to Apply for Permits (Apply for Permits). Email completed form to pwa.transpermits@ventura.org. Permit will be automatically extended two additional 90-day periods with fees (2nd and 3rd extension). After the 3rd extension, any unfinished or unapproved road restoration will be repaired by the County's paving contractor at a time of the County's own choosing. Permit will be extended until pavement restored. Permittee will be invoiced for the repairs. For Scope of Repair Work, see Note #8 under Restoration of Road Right-of-Way here below.

TRAFFIC-CONTROL AND SAFETY DEVICES:

Standards. Permittee must comply with the traffic-control and safety standards described in either the California Manual of Uniform Traffic Control Device (CAMUTCD) (CAMUTCD) or the Work Area Traffic Control Handbook (WATCH) by Building News, Inc., which are incorporated here by reference, or must submit site-specific traffic-control plans for approval by the County. All safety devices must conform to the requirements of the most current sign manual published by the California Department of Transportation and the applicable sections of the California Vehicle Code (Vehicle Code).

Emergency and local access. For any approved traffic control plan/system, whether a lane closure or soft road closure, emergency and local access shall be maintained in the work zone during the closure. Emergency personnel shall be given immediate access to the work zone. All permitted work shall cease to allow emergency access. Permittee's equipment and vehicles must be moved immediately to allow emergency access. Local residents must not wait more than five (5) minutes to access driveways in the work zone.

1. Signs. All sign sizes must comply with the CAMUTCD. Signs used during hours of darkness must be reflectorized. Permittee must provide and continually maintain construction area traffic-control signs, striping, properly equipped flagmen, and other traffic-control devices. All costs must be paid by the Permittee.
2. Stop-Work. Failure to provide acceptable traffic control or to comply with any other condition of the permit will result in a job shutdown and stop-work order until released by the County. A second failure by the Permittee to comply with any permit condition will result in a cancellation of the permit.
3. Traffic Control. All required traffic-control devices must be in place and must be inspected by the Inspector before any work begins. If traffic control is deemed deficient by authorized County personnel, then Permittee must cease all work and remove all personnel, equipment, and materials from the County road right-of-way until the required traffic-control devices are in place.
4. Signs. All stationary signs must be installed on four-inch by four-inch (4"x4") wood breakaway posts unless otherwise approved in writing by the County. Stationary signs are defined as permanent long-term signs that remain in place outside of normal working hours and when construction is not active. Place signs no closer than ten (10) feet from traveled way.
5. Signs. All non-stationary signs must be mounted on portable sign supports. Non-stationary signs are defined as temporary, short-term signs in place for less than twenty-four (24) hours and used for traffic control during active working hours, detours, etc.
6. Excavation and vertical obstruction. For any excavation or obstruction, the Permittee must provide

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adequate warning to the traveling public. All warning devices (reflectorized traffic control devices and/or lights) must be placed at 50-foot intervals or less as required by the CAMUTCD. Warning lights/systems must be placed the required distance before the excavation or obstruction and then along the excavation or obstruction. All warning devices must be in place no less than one-half (½) hour before sunset and or one-half (½) hour after sunrise and must remain until the work is completed and the right-of-way is made safe for the traveling public. The traveling public includes any user of the right-of-way whether employing motorized or non-motorized forms of travel or any use that is allowed in the road right-of-way.

7. Removal. Traffic-control signs must be removed in the reverse order in which they were placed. Reverse order is the last sign encountered by the traveling public to the first sign encountered.
8. Lane closures. When single-lane reversible flagging is used, the work zone must be short enough to provide line-of-sight visibility between the flagging stations in both directions of travel. The work zone shall be of sufficient length to provide line-of-sight visibility to the preceding warning sign from any flagging station. Cross streets entering/within the construction zone must also be flagged. Radio communication must be provided for all flaggers at all times.
9. Excavation or spoils. During work hours, Permittee must not place excavated material and equipment in traversed right-of-way or right-of-way not properly marked with safety devices. Permittee must provide and maintain sufficient safety devices, including, but not limited to, lights, barricades, signs, and watchmen, as necessary to protect the traveling public.
10. Responsibility. Permittee shall comply with all laws, regulations, and ordinances relating to the protection of persons or property. No omission on the part of the County to specify in the permit documents which safety devices must be installed or which preventive actions must be taken will release the Permittee from complying with local, state, or federal regulations. Upon discovery of non-existent, insufficient, or unsuitable safeguards for the traveling public, authorized County personnel may furnish, install, maintain, and relocate safety devices or take actions deemed necessary to protect the traveling public, and charge the Permittee in accordance with local, state, and federal regulations and the most current fee schedule adopted by the Board of Supervisors (BOS) (BOS).
11. Conflicting standards. For contradictory or conflicting traffic control requirements/systems between any manual, plan, specification, or other permit document, the most stringent (greatest or highest) requirement will apply. The County will determine the requirements when additional conflicts remain.
12. Deviations. Any deviation from these conditions requires review and approval by the County.

TRAFFIC CONTROL RESTRICTIONS:

1. Work hours. Working hours are limited from 7:00 a.m. to 5:00 p.m., or as modified on the permit, and as further restricted below. No work shall be performed at the work site between the hours of 5:00 p.m. and 7:00 a.m. the following day, except as provided here below.
2. Working days. Working days are limited to Monday through Friday, except when a holiday occurs on the weekday. No work may be performed on Saturdays, Sundays, or holidays as listed in the most current version of the Ventura County Standard Specification (VCSS) Section 6-7.2.1 (VCSS) or the most current and applicable Service Employees International Union (SEIU) Memorandum of Agreement (MOA) Section 1302 (MOA) without prior approval from the Permits Section. 1. June tenth or Thursday, June 19, 2025, and every June 19th thereafter occurring on a weekday is a new federal holiday.
3. Lane closures. Pre-notification and pre-planning is required. Restrictions stated herein may apply to lane closures. Night-work may be recommended or required for lane closures on some county-maintained arterials and thoroughfares. Wait times for vehicular traffic waiting to proceed through work zone must be minimized. Traffic must not wait longer than three (3) minutes or as specified on the permit and/or approved traffic control plan. Flaggers required at beginning and end of work zone and any cross street entering/within work zone.

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4. Road closures. Road closures are NOT allowed without adequate pre-notification and pre-planning. All road closures require prior written approval from the Road Commissioner.
- Submittal. Traffic control plans, including detour plans, must be submitted more than three (3) weeks prior to the desired road closure date. Traffic control plans must be reviewed and approved no less than two (2) weeks ahead of the desired road closure date. Changes to road closure dates and times are discouraged. TCP approvals may be longer with revisions to TCP.
 - Detours. Detours must be reviewed and approved prior to any approved road closure date.
 - Advanced notification. Once the traffic control plan/system is approved, advanced notification to the traveling public will be required. Advanced notification may include one or both of the following: (1) stationary advanced warning sign (AWS) with time and date of road closure; (2) changeable message sign (CMS) with time and date of road closure and message regarding traffic delay or using alternative routes. AWS and/or CMS must be installed on any roadway designated on the approved traffic control plan or as stated in the permit conditions or as modified in Condition #5 here below. AWS and/or CMS must be installed five (5) days prior to the road closure date or as specified on the traffic control plan or conditions of approval. Additional AWS and/or CMS may be requested at any time up to the road closure date.
 - Traffic Order. Two (2) working days or forty-eight (48) hours, whichever is longer, prior to the road closure date, VCPWA-RT prepares a Traffic Order (TO) for the final approval from the Road Commissioner. Road closures are not officially approved until the Road Commissioner signs the TO. TO is disseminated to the public via County media, emergency personnel (police and fire), and any other interested parties.
 - Emergency and local access. Emergency and local access shall be maintained at all times. All road closure approvals are "soft" road closures.
 - Traffic Monitors. During road closure event/time, Permittee must provide monitors at either end of work zone. Traffic monitors must redirect traffic to detour. Local traffic must wait no longer than five (5) minutes to access driveways or private roads in road closure notification zone or as stated in permit conditions and/or traffic control plan.
5. Schools. Working hours are limited near schools. No work may occur on any road within five hundred (500) feet of any school during the general times indicated below:

High Schools	7:00 a.m. - 9:00 a.m.	2:00 p.m. - 3:30 p.m.
Middle Schools	8:00 a.m. - 9:00 a.m.	2:00 p.m. - 3:30 p.m.
Elementary Schools	7:00 a.m. - 9:00 a.m.	2:00 p.m. - 3:30 p.m.

Exceptions may be granted upon consent of the school principal and Permits Section.

6. Peak-hour restrictions. Work hours are limited on some county-maintained arterials and thoroughfares. Peak-hour restrictions are generally for high-speed and high-volume roadways. Roads not listed below will be listed in the permit-specific conditions of approval. No work that interferes with traffic may occur between 7:00 a.m. – 9:00 a.m. and 4:00 p.m. – 6:00 p.m., or as modified here below, on the following roads:
- Central Avenue,
 - Channel Islands Boulevard,
 - Harbor Boulevard,
 - Hueneme Road,
 - Kanan Road,
 - Las Posas Road,
 - Lewis Road,

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- Moorpark Road,
 - Pleasant Valley Road,
 - Rice Avenue,
 - Rose Avenue,
 - Santa Clara Avenue,
 - Santa Rosa Road,
 - Telegraph Road,
 - Tierra Rejada Road,
 - Victoria Avenue,
 - Wendy Drive,
 - and any other road designated by the County.
7. Graduation Days. Work on roadways below cannot interfere with increased traffic due to graduation ceremonies at local high schools or universities. Permittee must contact local school to confirm dates here below. No work may be performed on the following roadways near the following schools on known graduation dates:
- Central Avenue & Rose Avenue / Rio Mesa HS / 06/04/25 (1st Wednesday of June, Contact School)
 - Central Street / Piru ES / mm/dd/yy (1st Tuesday and Wed. of June, Contact School)
 - Kanan Road / Oak Park HS / 05/22/25 (4th Thursday of May, Contact School)
 - Lewis Road / CSUCI / 05/17/25 (3rd Saturday of May, Contact School)
 - Santa Rosa Road / SRES (PVSD) / 06/12/25 (2nd Thursday of June, Contact School)
 - Santa Rosa Road / Moorpark College / mm/dd/yy (3rd Friday of May, Contact School)
 - and any other road designated by the County.

BACKFILL, COMPACTION, AND CLEANUP:

Open excavations. All open excavations must be properly filled immediately. Upon completion of the work, the excavation must be backfilled and compacted in accordance with County Road Standards (CRS) Plate E-11 and E-12 (CRS). CRS E-11 and E-12 specify the County standard for the materials and methods. Ninety percent (90%) compaction is required for excavations in the dirt shoulder areas. Backfilling must commence within forty-eight (48) hours, or two (2) working days, whichever is less, after the excavation or trenching work is completed, except when longer durations are approved by the County.

1. Backfill slurry. Backfill between bedding and subgrade must be trench backfill slurry Class 60-E-0.7 (100-E-100, one-sack slurry) unless otherwise approved by the County. Two-sack slurry or sleeving may be required for shallow depths. Refer to CRS Plate E-11 and E-12.
2. Depth. Below-grade utilities must be installed/constructed at the minimum depth. The minimum cover over any pipe or conduit installed under any right-of-way must comply with CRS Plate E-11. Lesser cover in parkways or sidewalk areas must be reviewed and approved by the County.
3. Traffic-rated steel plans and non-working hours. Open excavations shall be covered or filled during non-working hours. Permittee shall not leave any open excavation within the County of Ventura road right-of-way, whether paved or unpaved, outside of normal working hours. At the end of each workday, all excavations within roads, parkways, medians, shoulders, etc., must be covered with non-skid traffic-rated steel plates or backfilled to a smooth, level grade, free of humps or depressions, satisfactory for public use and acceptable to the County.

Non-skid-surface traffic-rated steel plates must be welded together and securely pinned in place with cold patch around edges. Steel plates must be recessed in the pavement on high-speed roads, any road with a speed limit equal to or greater than 30 MPH, or as modified by authorized County personnel. Steel plates may not remain in place more than seven (7) calendar days at any one

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location. Advanced warning signs are required for steel plates in the roadway. Use Steel Plate Ahead W8-24 warning signs on Type-II barricades in both directions (Signs). Exceptions require written approval from the County.

4. Traffic signals and loop detectors. Permittee must contact the Inspector prior to excavating within five hundred (500) feet of any traffic signal or daily vehicle counter. Loop detectors must be marked by the County prior to any excavation in the vicinity of the traffic signal or counter. Regardless of marking or notification, whether such marking occurred or not, Permittee remains liable for the replacement of any damaged loop detectors. Permittee must replace damaged loop detectors to the satisfaction of the County or joint-owner of the signal.
5. Temporary paving. Unless permanent paving is placed immediately, Permittee must place and continually maintain temporary paving, bituminous resurfacing two-inch (2") thick, wherever excavation is made through pavement, sidewalk, or driveways. Permittee must consistently maintain all temporary trenches. Temporary paving must be temporary. Long-term use of temporary paving is not permitted.
6. Compaction testing. Trench backfill material, compaction, and resurfacing must conform to CRS Plate E-11. Trench backfill slurry is required in backfill zone. Deviations from trench backfill slurry require pre-approval. Submit request in writing for review and approval. For approved deviations, Permittee must submit Quality Control Plan for review and approval as required by CRS E-11. Permittee must provide compaction testing and written compaction report by a registered civil or geotechnical engineer.
7. Cleanup. Upon completion of any excavation work, Permittee must remove all obstructions, materials, and debris from the right-of-way. Permittee must clean the right-of-way to a safe and usable condition. Additional work will be required for unsatisfactory cleanup.
8. Vacating right-of-way. No materials or equipment or appurtenances may be stored in the road right-of-way during night-time or non-working hours. Permittee must remove all items from the right-of-way. Exceptions must be reviewed and approved by the County prior to the work-day. When approved, stored items must be placed no less than ten (10) feet from the edge of pavement. When right-of-way is available beyond ten (10) feet, place items further from edge of pavement. Any stored items must be marked with barricades equipped with flashing warning lights. Deviations must be reviewed and approved by the County.
9. Diesel-powered vehicles or equipment. Pursuant to Title 13 California Code of Regulations (Code), no driver or operator of any (1) diesel-fueled commercial motor vehicle with gross weight greater than 10,000 pounds or (2) of any mobile off-road diesel-fueled equipment may allow the vehicle to remain at idle. Any fuel spill or hazardous waste spill must be removed immediately. After the spill-event, the roadway must be restored to its original condition no less than seven (7) working days after the spill or as required by the Inspector.
10. Shoring. Permittee must shore all excavations deeper than five (5) feet or as required by the California Division of Occupational Safety and Health (Cal OSHA). When shoring will be required, submit a copy of the shoring plan to the Inspector at least forty-eight (48) hours or two (2) working days, whichever is longer, before the excavation activity begins. Permittee shall not enter trenches deeper than five (5) feet or any other confined spaces without proper protection as required by Cal OSHA.

RESTORATION OF ROAD RIGHT-OF-WAY:

Restoration. Upon completion of the encroachment work authorized by a permit, the Permittee must restore the right-of-way to a condition equivalent to the right-of-way condition immediately before the encroachment work was commenced, unless otherwise authorized or required in writing. The right-of-way includes all bridges and other structures within the right-of-way when encroachment work commenced.

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Failure. In the event that the Permittee fails to act promptly to restore the right-of-way as required, or should the nature of any damage to the right-of-way require restoration before the Permittee can be notified or can respond to the notification, the County may, at its option, make the necessary restoration at Permittee's expense. Should this occur, the Permittee must reimburse the County for all costs incurred in accordance with the Encroachment Ordinance 4540 (EO 4540).

1. Maintenance. Permittee must continually maintain the permitted work, trenches, backfill, paving, and all other road facilities affected by this permit.
2. Physical road features. Permittee must repair or replace all road striping, road symbols, raised pavement markers, object markers, signs, drainage systems, other physical attributes, or other markings in the right-of-way, that are damaged, removed, or obliterated as a result of the Permittee's work. Permittee must use thermoplastic paint for restriping. Where the stop bar is damaged or removed, Permittee must replace the stop bar by the end of the same workday. Repairs and replacements must be equal to or better than the original improvements and must match them in finish and dimensions.
3. Pavement restoration. Where any pavement has been removed, the Permittee must replace the pavement to a thickness one (1) inch greater than that of the surrounding pavement or surface and in no event to a thickness less than three (3) inches or greater than eight (8) inches or as required by the County. The base material must be replaced to the same thickness as that of the surrounding base course.
4. Moratorium roads (overlays). All roadways overlaid within the previous five (5) years of the permitted excavation are subject to special repair procedures, including but not limited to, complete overlay of the lane(s) in which the excavation is made, as specified in the special conditions and CRS E-11 and E-12 (CRS). For paving history, go to County View Mapping (County-View). Potholing or excavations exceeding two-percent (2 %) of pavement area, either the half-width or full width, will require a seal coat.
5. Moratorium roads (rehabilitation). All roadways rehabilitated within the previous two (2) years of the permitted excavation are subject to special repair procedures, as determined at the time of permit issuance and specified in the Special Conditions. Mainline replacements with extensive potholing may be required to seal coat the entire roadway or half the roadway.
6. Road shoulders. Shoulders must be restored and treated with like materials. Repairs made in the right-of-way must not interfere with the existing drainage or flow line in the area.
7. Other encroachments. The Permittee must investigate and be aware of all existing facilities below-grade or above-grade lawfully within the right-of-way that are within the limits of the project. The Permittee must not interfere with, alter, remove, or encroach upon any existing public or private facility without the consent of its owner. If it becomes necessary to relocate an existing facility, this must be done at the Permittee's expense to the satisfaction of the facility's owner. Permittee must identify owner of facility and submit owner consent in writing of facility to be relocated prior to permit issuance. After permit issuance, when relocation is necessary, work may be stopped until consent is obtained.
The Permittee must support and protect all wires, cables, pipes, conduits, poles, and other apparatus, both aerial and underground, by a method satisfactory to the owner. The owner has the right to support or protect any of its facilities at the sole expense of the Permittee. In case any of said wires, cables, pipes, conduits, poles, or apparatus should be damaged (and for this purpose, pipe conduit or other encasements are considered part of a structure), they must be repaired at the Permittee's expense.
8. Failure to restore roadway completely. Unless an extension in addition to the third (3rd) extension is reviewed and approved by the County, incomplete road repairs will be completed by the County's paving contractor after the 3rd extension. Permit will continue to be extended until pavement restored. All expenses for the repair shall be borne by Permittee. Maximum number of extensions will be three (3) or one year from valid permit start date, unless additional extensions are approved. Paving scope of work for County's paving contractor will include all paving items in CRS Plate E-11, except for work around

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the pipe in the bedding zone. Scope may include, but not limited to the following: cold mill / grinding one (1) foot around excavation; asphalt concrete pavement and base; removal and replacement of unapproved backfill with slurry backfill; and traffic control for excavation in lane of traffic (lane closure).

9. Other requirements. Abandonment of any object or pipe above or below-grade is not permitted without prior review and approval. Any object or pipe above or below-grade not approved for in-place abandonment must be removed in its entirety from the road right-of-way.

SURVEY MONUMENTS:

Advanced notification. The Permittee must notify the Inspector at least fourteen (14) days before starting work, to allow for the preservation of any survey monuments of record, or benchmarks that might be disturbed or destroyed during construction. Permittee shall not disturb or destroy survey monuments, lot corners, or benchmarks without the consent of the County Surveyor. County Surveyor can be reached at 805-654-2068 (County Surveyor).

Adjustments. When a change is made in the finished elevation of the pavement of any roadway in which a Ventura County Standard Survey Monument well is located, the Permittee must adjust the monument well cover to the new grade per CRS Plate E-4 (CRS), within seven (7) days of finished paving unless otherwise specified. The Permittee must bear the expense of survey monument preservation as well as the adjustment of monument well covers to new grade.

RECORD OF INSTALLATION (AS-BUILT PLANS):

As-Built. Permittee must submit as-built plans to the Permits Section. Within sixty (60) days after the complete installation, a corrected set of maps or atlas sheets drawn to a scale showing the complete installation of the utility must be submitted electronically. Abandonments in-place are not permitted, except as approved by the County. For more information, see EO 4540 (EO 4540).

1. Records. Furnishing the record drawing will not relieve the Permittee of the obligation to maintain permanent location records and accurately locate the subsurface encroachment to facilitate County work or Board-Governed District work or Underground Service Alerts.
2. Responsibility. The Permittee is liable for all costs incurred by the County as a result of inaccurate location data provided by the Permittee, and indemnify and hold the County harmless regarding any liability arising from the installation of the facility within the County right-of-way.
3. Deviations. Any deviation from the above conditions requires prior written approval by the County

LINKS:

Accela Citizen Access: <https://vcca.ventura.org/CitizenAccess/Welcome.aspx>

Applications: <https://www.vcpublishworks.org/applyforpermits/>

BOS: <https://www.ventura.org/board-of-supervisors/agendas-documents-and-broadcasts/>

Cal OSHA: <https://www.dir.ca.gov/dosh/>

CAMUTCD: <http://www.dot.ca.gov/trafficops/camutcd/camutcd2014rev4.html>

County Surveyor: <https://www.vcpublishworks.org/es/countysurveyor/>

County-View Mapping: <https://www.ventura.org/transportationgis/>

CRS: See Guidelines or SPPWC.

CVC: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>

Dig-Alert: See USA.

EO 4540: https://library.municode.com/ca/ventura_county/codes/code_of_ordinances?nodeId=DIV12HIEN

Extensions: See Applications.

Fees: See Applications.

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Guidelines: <https://www.vcpublicworks.org/rt/ordinancespoliciesguidelines/>.
Municode: See EO 4540.
NPDES: <http://www.vcstormwater.org/documents/reference/ventcopermit.pdf>
Signs: <https://dot.ca.gov/programs/safety-programs/sign-charts>
SLDS: See SPPWC.
SPPWC: <https://www.vcpublicworks.org/esd/standardsandmanuals/>
USA: <http://call811.com/map-page/california>
VCPWA-RT: <https://www.vcpublicworks.org/rt/>
VCSS: See SPPWC.
VCSW Programs: <https://www.vcstormwater.org/>
VCSWQP: <https://www.vcstormwater.org/>

Appendix C

Caltrans Encroachment Permits

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

Permit No.
07-24-N-US-3114In compliance with your application of December 24, 2024Dist/Co/Rte/PM
07/VEN/1/PM 23.01-Var

Reference Documents:

☐ Utility Notice No. _____ of _____

☐ Agreement No. _____ of _____

☐ R/W Contract No. _____ of _____

☐ Project code (ID): _____ CFC #: _____

☐ Applicant's Reference/ Utility Work Order No. _____

Permit Approval Date
December 24, 2024

Performance Bond Amount (1)	Payment Bond Amount (2)
\$0	\$0

Bond Company
\$ N/A

Bond Number (1)	Bond Number (2)
\$ N/A	\$ N/A

TO: Casitas Municipal Water District
1055 Ventura Ave
Oak View, CA 93022
Email: Not on record
Phone: Not on record

, PERMITTEE

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

Perform inspection, routine maintenance, and repair of existing sewer and water line facilities and perform associated traffic control, within State right of way, on VEN-1; from Solimar Beach Road to US-101 Southbound ramp, in the city of Ventura; all in accordance with current State specifications and standard plans, Encroachment Permits Special/General Provisions, and the stamped Caltrans Plans.

****A pre-job meeting with the assigned Caltrans Representative, Jasraj "Raj" Singh (jasraj.singh@dot.ca.gov), (213) 760-9392, is required at least 7 days prior to start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.****

****Permittee and their prime contractor(s) must fill out form TR-0429 and submit this form to the assigned permit inspector prior to the pre-job meeting.****

****The Notice of Completion (TR-0128) must be provided to the assigned permit inspector at the completion of work.****

****No new sewer line installation authorized on this permit.**

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

☐ YES ☒ NO Utility Maintenance Provisions

☒ YES ☐ NO Storm Water Special Provisions

☒ YES ☐ NO Special Provisions

☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. _____

☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects

☐ YES ☒ NO Storm Water Pollution Protection Plan

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

☒ YES ☐ NO Review

☒ YES ☐ NO Inspection

☒ YES Field Work
(if any Caltrans effort expended)

As-built Plans are Required☐ YES ☒ NO☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.This permit is void unless the work is completed before December 31, 2025

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:

#1:
#2:
#3:
#4:

APPROVED:

Gloria Roberts, District Director

BY


Chrisinte Song (Dec 25, 2024 17:40 PST)

Christine J Song, District Permit Engineer

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.
Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.
Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

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facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. PERMIT AT WORKSITE: Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.

11. CONFLICTING ENCROACHMENTS: Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

12. PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.

13. PEDESTRIAN AND BICYCLIST SAFETY: A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must 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 must 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. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

14. PUBLIC TRAFFIC CONTROL: The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.

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 encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.

17. CARE OF DRAINAGE: Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY: Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. COST OF WORK: Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

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- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently 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 Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.
- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
 - a) 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 public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
 26. **ENVIRONMENTAL:**
 - a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. 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.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

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contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

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

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii) That such discrimination must 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 State highway right-of-way.
- iv) That the Permittee must 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.

- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

ENCROACHMENT PERMIT GENERAL PROVISIONS

of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must 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 must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
 - a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
 - b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
 - c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
 - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

UTILITY ANNUAL PROVISIONS

TR – 0160 (Rev. 7/2022)

In addition to the attached Encroachment Permit General Provisions (TR-0045), the following special provisions are also applicable:

Annual utility permits UE are issued to utilities who maintain their facilities within State highway right-of-way. Any utility or public corporation, who lawfully maintains a utility encroachment, or their agent, may perform routine or emergency maintenance on such facility in accordance with the following provisions:

UE1. EXCLUSIONS: These provisions do not authorize any work on freeways and expressways, tree trimming, aerial capacity increases on designated "Scenic Highways", pole replacement / relocation work, or other activities not specifically provided for in this permit.

UE2. EMERGENCY REPAIRS: The permittee may make emergency repairs, alter traffic flow, and excavate through improved surfaces only when breaks in the conduit, cable, or pipeline over or under the pavement presents a definite public hazard or serious interruption of essential services. An **emergency** is defined in the Public Resources Code as "[...] a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public service. 'Emergency' includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage." In such cases, the Department's representative shall be notified immediately.

Replace poles knocked down by vehicles, accidental causes or natural disasters. The entire length of poles and stubs must be removed from the ground and replacement pole must be placed at the exact location. Planned pole replacements/installations are not allowed under this permit.

UE3. OPEN EXCAVATIONS: Excavation must not be left open after daylight hours unless specifically authorized and adequate protection for traffic is provided in accordance with the Encroachment Permit General Provisions, "Public Traffic Control" And "Minimum Interference with Traffic". Backfill and pavement replacement must be performed in

accordance with General Provisions, "Restoration and Repairs in State Highway right-of-way."

UE4. TRAFFIC CONTROL: Work requiring traffic control shall be conducted between Monday-Friday 9:00 a.m. and 3:00 p.m. or as otherwise authorized by the Permit Engineer. Adequate traffic control must be provided in accordance with the Encroachment Permit General Provisions, "Public Traffic Control", "Minimum Interference with Traffic" and "Suspension of Traffic Control Operation."

Only those maintenance activities that can be performed using a Caltrans Standard Plans for Temporary Traffic Control Systems and Temporary Pedestrian Access Routes are authorized under the annual maintenance permit. Otherwise a separate permit application for the work, along with a traffic control plan designed and signed by a California Registered Civil or Traffic Engineer must be submitted for review and approval.

Advanced notification must be provided to Caltrans Traffic Management Center for any activities that may cause a traffic impact including all lane closures. Adequate notice must be provided in accordance with the Encroachment Permit General Provisions, "Notification of Closure to Department and Traffic Management Center (TMC)."

UE5. WORK PERMITTED - AERIAL: All permitted activity must not be over the traveled way or within the limits of officially designated scenic highways and/or on Caltrans structures.

1. Maintain, inspect, remove, repair or replace (in the same location) all aerial facilities. Work over the traveled way requires a separate permit and the placement of "H" poles and netting as per form TR-0108, located in Appendix "E" of the Encroachment Permits Manual.

ENCROACHMENT PERMIT SPECIAL PROVISIONS

Replace broken pins and/or insulators, repair broken wires, pull slack wires, and replace or pull broken or slack guys.

Replace aerial wires and cross arms on existing poles except where wires cross the highway. Unless otherwise specifically required by the Department, protected cable, tree wire or plastic tree wire guard used for communication lines may be used through trees where necessary, provided the appearance of the tree or the tree itself will not be damaged.

Perform insulator washing and interconnect splicing of cables.

Install additional capacity (in the same location), install, maintain, remove, repair or replace aerial service connections with potential to ground of 300 volts or less.

2. Installations and clearances must be equal to those required by either the California Public Utilities Commission orders or the Division of Occupational Safety and Health (Cal/OSHA) regulations promulgated in the California Code of Regulations, Title 8, Chapter 4, whichever is more restrictive.

UE6. WORK PERMITTED - UNDERGROUND:

1. Maintain, inspect, remove, repair or replace (in the same location) all underground facilities except those requiring trenching in the traveled way or require uncovering more than 50 feet of line at any one time. The permittee may open existing manholes to repair underground cables. Where the manhole lies within the improved surface of the highway, the permittee will provide adequate protection for traffic in accordance with the Encroachment Permit General Provisions "Public Traffic Control" and "Minimum Interference with Traffic".
2. Install additional capacity in existing ducts except for facilities not in compliance with the Department's High priority utility policies or on Structures.
3. Install air flow monitoring transducers and piping in existing ducts.
4. Barholing, potholing, cleaning, rodding and placing float ropes.

5. Adjust access cover to grade and replace in kind or with larger size pull boxes.
6. Interconnect splicing of cables.
7. Install service connections (laterals) perpendicular to the highway for the following:
 - i. Natural gas service lines less than 2 inches in pipe diameter that have normal operating pressures of 60 psig or less
 - ii. Subsurface electrical service connections with a potential to ground of 50 volts or less
 - iii. Service connections for water, sewer, telephone, telecommunication, and cable service
8. Permanent pavement patching for work authorized by this permit. The patching must be made within thirty (30) days of completion of backfill unless otherwise specified by the Permit Engineer. See Underground Utility Provision UG 9 (form TR-0163).

UE7. POLE MAINTENANCE & CHEMICAL TREATMENT:

1. Utility Companies are to provide a list of the pole identification, locations, type of chemicals and quantities used for their pole treatment maintenance operations. This information must be provided upon expiration of their annual permit or upon request of the Department as needed.
2. Utility Companies must submit copies of the Safety Data Sheets (SDS) for all chemical compounds to be used in their pole treatment maintenance operations, in conjunction with the permit application submittal.
3. Utility Companies are to notify the District Landscape Specialist or their designee and the District Encroachment Permits Office when there is any change or modification in the type(s) of chemical used in their pole treatment maintenance operations.
4. Prior to any application of Tree Growth Regulators (TGR) approval shall be obtained from the District Landscape Specialist or their designee.

UE8. MISCELLANEOUS:

1. Install new and replace existing transformers on existing poles.
2. Clear grass from around base of poles and excavate around poles for inspection, including tamping and straightening. The use of herbicides or other chemicals is not authorized by this permit. A separate encroachment permit is required for that purpose.

ENCROACHMENT PERMIT SPECIAL PROVISIONS**STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)**

TR-0400 (Rev. 09/2024)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities ranging from more than a quarter of an acre to less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). These provisions must be included with the permit for projects that require an Erosion and Sediment Control Plan (ESCP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order 2022-0033-DWQ, NPDES No. CAS000003, and any amendments and/or subsequent orders). Projects in construction with active waste discharge identification number (WDID number) may continue their coverage with the California Construction General Permit CGP (Order 2009-0009-DWQ, NPDES No. CAS000002, and any amendments and/or subsequent orders) until 9/1/2025. Privately funded projects may not extend their 2009 CGP regulatory coverage and are responsible for compliance with the CGP (Order WQ 2022-0057-DWQ NPDES No. CAS000002) after 9/1/2023. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls, and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State Representative when discharges enter receiving waters, adjacent property, and drainage systems. The Permittee must also address any illicit discharges or illegal dumping prior to start of daily work schedule by cleaning them up. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State Representative within forty-eight (48) hours of reported activity. For additional information on stormwater compliance, visit the [State Water Resources Control Board's Storm Water Program](#).
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing project related sediment, trash, debris, and other construction waste from entering the street, storm drains, drainage swales, stormwater conveyance infrastructure, local creeks, or any other bodies of water. All existing treatment BMP's (TBMPs) must be protected in place. If an existing TBMP is damaged by the Permittee, the Permittee is responsible for complete repair to a satisfactory condition determined by the State Representative.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system. The Permittee must ensure that Portland cement concrete and asphalt concrete grindings are not stockpiled or used in a manner that may result in an unauthorized stormwater discharge to waters of the state.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Minimize the amount of dust particles during sweeping activities, ensuring that the levels do not exceed the standards set by local air quality control districts or the EPA's National Ambient Air Quality standards. Use wet-vacuum whenever dust generation is excessive, or sediment pickup is ineffective. Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** The Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site. If vehicle or equipment cannot be immediately removed from job site, install secondary containment to contain spill and prevent illicit non-stormwater discharge.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials. All maintenance and fueling should be conducted at an appropriate facility that is feasible. All maintenance and fueling which must occur onsite

ENCROACHMENT PERMIT SPECIAL PROVISIONS

shall be conducted as far away as practical from drain inlets, water bodies, and other stormwater conveyance systems.

8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. All equipment must be sanitized prior to mobilization to limit the spread of invasive plant species. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that generates fine particles or dust (e.g., Saw cutting, earthwork, sanding, etc.), which could be carried off-site by stormwater, must be conducted during dry weather conditions to avoid immediate mobilization into the drainage system.
11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site. Potential wind erosion BMPs may include wind fence, water application, gravel, and/or hydro-mulch.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter any drainage conveyances or receiving waters.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State Representative during grading, paving, sealing, saw-cutting, grooving and grinding, or any other activity which may result in an illicit discharge. All materials must conform to Section 13-6.02 Materials for Water Pollution Control of the Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with Section 13-4.03B Spill Prevention and Control and for leaks and spills from vehicles and equipment each day of use in accordance with Section 13-1.03C Inspections for Water Pollution Control and Section 14-11 Hazardous Waste and Contamination for Environmental Stewardship of the Caltrans' Standard Specifications.
14. **PAINT:** Clean water-based and oil-based paint from brushes or equipment within a contained area to

prevent contamination of soil, receiving waters, or storm drain systems. Handle and dispose of paints, thinners, solvents, residues, and sludges that cannot be recycled or reused as hazardous waste under section 14-11. When thoroughly dry, dispose of dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths as solid waste under section 14-10.

15. **CONSTRUCTION MATERIALS AND MATERIAL MANAGEMENT:** Materials necessary for erosion and sediment control must be stockpiled on site at convenient locations to facilitate prompt installation. Such materials must be implemented at all inactive disturbed areas, and prior to all qualifying rain events. A "Qualifying Precipitation Event" (QPE) is defined as a forecast with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses. Minimize stockpiles of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar. All stockpiling of such materials must conform to Section 13-4.03C(2) Material Storage and Section 13-4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications.
16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems. Any concrete washout activities which result in compromised containment must be cleaned and disposed of immediately. All Designated concrete facilities, including equipment, washout areas must be contained during Qualifying Precipitation Events (QPEs) marked by clearly visible signage throughout the project area.
17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Fenced barriers may serve as an adequate buffer to prevent traffic across existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in the permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity. All temporary relocation of BMPs must be completed at the end of each working day and prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Silt and debris shall be removed from linear barriers as part of the regular inspection schedule and as deemed necessary by the State Representative.

ENCROACHMENT PERMIT SPECIAL PROVISIONS**19. SLOPE STABILIZATION AND TRACKING**

CONTROL: Consider a certified expert in Erosion and Sediment Control in cases where slopes are disturbed or during implementation of temporary road construction for equipment and material access to the project. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization, Section 13.6 Temporary Sediment Control, Section 13.7 Temporary Tracking Control and Section 21 Erosion Control of the Caltrans' Standard Specifications for construction during application of temporary soil stabilization and sediment/tracking control measures to minimize impacts to the soil surface. Temporary construction entrances/exits are required to be stabilized and may include gravel, rumble plates, and/or FODS. Erosion control blankets, temporary mulch, soil binders, tackifier, fiber, seed, straw, temporary covers, rigid plastic, gravel bag barriers, sediment filter bags, temporary check dams, drainage inlet protection, fiber rolls and/or silt fences may be required down slope and on temporary construction roads and entrances until permanent soil stabilization is established. Consult with manufacturer specifications regarding maintenance frequency of sediment controls. All controls must be maintained to ensure proper functionality. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.

20. STOCKPILES: All stockpiled materials must be stored at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. All stockpiles must be covered and protected with a temporary perimeter sediment barrier if inactive or prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. A stockpile is considered inactive after fourteen (14) days without addition or subtraction. Additionally, cold mix stockpiles must be stored on an impermeable surface and covered with nine (9) mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13--4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications for construction. Demolished material must not be allowed to enter storm drain systems and receiving waters. Use authorized covers and platforms to collect debris. Use attachments on equipment to catch debris during all demolition activities. Empty debris-catching devices daily and handle debris in accordance with Section 13-4.03D Waste Management for Water Pollution Control of the Caltrans' Standard Specifications for construction.

21. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material. Additionally, the State Representative must be notified if abandoned, underground tanks, pipes, or buried debris are encountered.

22. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. Place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. The Permittee must comply with local health agency regulations if using an on-site disposal system.

23. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free wastewater or rinse water, dredging, and wash water or rinse water running off a surface or other non-storm water liquids not covered under separate wastewater permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least fifty (50) feet away from moving vehicles, equipment, concentrated flows of storm water, drainage courses, and storm drain inlets. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13--4.03D(5) Liquid Waste for Water Pollution Control of the Caltrans' Standard Specifications for construction.

24. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and discharge of pollutants into storm drain systems and receiving waters. Direct all runoff into areas where it can infiltrate.

25. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use. In the event of oil/grease leaks and spills from pile driving activities, immediately contain and dispose of all contaminated materials.

26. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact the State Representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with Section 13-4.03G Dewatering for Water Pollution Control of the Caltrans' Standard Specifications for construction. Work plan also references guidelines and BMPs in the CGP and the Field Manual for Construction Site Dewatering. A 24-hour email notification of dewatering discharge to the Regional Water Board, including the implemented SWPPP and BMPs, is required by Attachment J of the CGP.

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

Permit No.
07-24-N-US-3148In compliance with your application of December 30, 2024Dist/Co/Rte/PM
07/VEN/33/PM 1.96-12.87

Reference Documents:

☐ Utility Notice No. _____ of _____

☐ Agreement No. _____ of _____

☐ R/W Contract No. _____ of _____

☐ Project code (ID): _____ CFC #: _____

☒ Applicant's Reference/ Utility Work Order No. N/A

Permit Approval Date
December 31, 2024

Performance Bond Amount (1)	Payment Bond Amount (2)
\$0	\$0

Bond Company
\$ N/A

Bond Number (1)	Bond Number (2)
\$ N/A	\$ N/A

TO: CASITAS MUNICIPAL WATER DISTRICT
1055 Ventura Ave.
Oak View, CA 93022
Email: Not on record
Phone: Not on record

, PERMITTEE

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

Perform inspection, routine maintenance, and repair of existing water pipelines, service lines, meters and appurtenances and perform associated traffic control, within State right of way, on VEN-33, in the city of Ventura; all in accordance with current State specifications and standard plans, Encroachment Permits Special/General Provisions, and the stamped Caltrans Plans. **Traffic Control per Caltrans Standard Plan Sheets**

A pre-job meeting with the assigned Caltrans Representative, Jasraj "Raj" Singh (jasraj.singh@dot.ca.gov), (213) 760-9392, is required at least 7 days prior to start of any work under this permit. Failure to do so may result in permit revocation with no prejudice. **Permittee and their prime contractor(s) must fill out form TR-0429 and submit this form to the assigned permit inspector prior to the pre-job meeting. ****The Notice of Completion (TR-0128) must be provided to the assigned permit inspector at the completion of work. **

**No new sewer line installation authorized on this permit.

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

☐ YES ☒ NO Utility Maintenance Provisions

☒ YES ☐ NO Storm Water Special Provisions

☒ YES ☐ NO Special Provisions

☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. _____

☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects

☐ YES ☒ NO Storm Water Pollution Protection Plan

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

☒ YES ☐ NO Review

☒ YES ☐ NO Inspection

☒ YES Field Work
(if any Caltrans effort expended)

As-built Plans are Required☐ YES ☒ NO☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.This permit is void unless the work is completed before December 31, 2025

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.

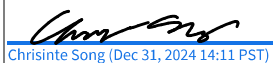
CC:

#1:
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APPROVED:

Gloria Roberts, District Director

BY


Chrisinte Song (Dec 31, 2024 14:11 PST)

Christine J Song, District Permit Engineer

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

ENCROACHMENT PERMIT GENERAL PROVISIONS

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. PERMIT AT WORKSITE: Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.

11. CONFLICTING ENCROACHMENTS: Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

12. PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.

13. PEDESTRIAN AND BICYCLIST SAFETY: A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must 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 must 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. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

14. PUBLIC TRAFFIC CONTROL: The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.

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 encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.

17. CARE OF DRAINAGE: Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY: Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. COST OF WORK: Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

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- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently 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 Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.
- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
 - a) 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 public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
 26. **ENVIRONMENTAL:**
 - a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. 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.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

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contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

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

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii) That such discrimination must 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 State highway right-of-way.
- iv) That the Permittee must 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.

- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

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of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. FIELD WORK REIMBURSEMENT: Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.

35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT: Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.

36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must 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 must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.

38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

39. STORMWATER: The Permittee is responsible for full compliance with the following:

- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
- b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
- c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
- d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

ENCROACHMENT PERMIT SPECIAL PROVISIONS**STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)**

TR-0400 (Rev. 09/2024)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities ranging from more than a quarter of an acre to less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). These provisions must be included with the permit for projects that require an Erosion and Sediment Control Plan (ESCP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order 2022-0033-DWQ, NPDES No. CAS000003, and any amendments and/or subsequent orders). Projects in construction with active waste discharge identification number (WDID number) may continue their coverage with the California Construction General Permit CGP (Order 2009-0009-DWQ, NPDES No. CAS000002, and any amendments and/or subsequent orders) until 9/1/2025. Privately funded projects may not extend their 2009 CGP regulatory coverage and are responsible for compliance with the CGP (Order WQ 2022-0057-DWQ NPDES No. CAS000002) after 9/1/2023. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls, and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State Representative when discharges enter receiving waters, adjacent property, and drainage systems. The Permittee must also address any illicit discharges or illegal dumping prior to start of daily work schedule by cleaning them up. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State Representative within forty-eight (48) hours of reported activity. For additional information on stormwater compliance, visit the [State Water Resources Control Board's Storm Water Program](#).
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing project related sediment, trash, debris, and other construction waste from entering the street, storm drains, drainage swales, stormwater conveyance infrastructure, local creeks, or any other bodies of water. All existing treatment BMP's (TBMPs) must be protected in place. If an existing TBMP is damaged by the Permittee, the Permittee is responsible for complete repair to a satisfactory condition determined by the State Representative.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system. The Permittee must ensure that Portland cement concrete and asphalt concrete grindings are not stockpiled or used in a manner that may result in an unauthorized stormwater discharge to waters of the state.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Minimize the amount of dust particles during sweeping activities, ensuring that the levels do not exceed the standards set by local air quality control districts or the EPA's National Ambient Air Quality standards. Use wet-vacuum whenever dust generation is excessive, or sediment pickup is ineffective. Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** The Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site. If vehicle or equipment cannot be immediately removed from job site, install secondary containment to contain spill and prevent illicit non-stormwater discharge.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials. All maintenance and fueling should be conducted at an appropriate facility that is feasible. All maintenance and fueling which must occur onsite

ENCROACHMENT PERMIT SPECIAL PROVISIONS

shall be conducted as far away as practical from drain inlets, water bodies, and other stormwater conveyance systems.

8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. All equipment must be sanitized prior to mobilization to limit the spread of invasive plant species. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that generates fine particles or dust (e.g., Saw cutting, earthwork, sanding, etc.), which could be carried off-site by stormwater, must be conducted during dry weather conditions to avoid immediate mobilization into the drainage system.
11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site. Potential wind erosion BMPs may include wind fence, water application, gravel, and/or hydro-mulch.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter any drainage conveyances or receiving waters.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State Representative during grading, paving, sealing, saw-cutting, grooving and grinding, or any other activity which may result in an illicit discharge. All materials must conform to Section 13-6.02 Materials for Water Pollution Control of the Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with Section 13-4.03B Spill Prevention and Control and for leaks and spills from vehicles and equipment each day of use in accordance with Section 13-1.03C Inspections for Water Pollution Control and Section 14-11 Hazardous Waste and Contamination for Environmental Stewardship of the Caltrans' Standard Specifications.
14. **PAINT:** Clean water-based and oil-based paint from brushes or equipment within a contained area to

prevent contamination of soil, receiving waters, or storm drain systems. Handle and dispose of paints, thinners, solvents, residues, and sludges that cannot be recycled or reused as hazardous waste under section 14-11. When thoroughly dry, dispose of dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths as solid waste under section 14-10.

15. **CONSTRUCTION MATERIALS AND MATERIAL MANAGEMENT:** Materials necessary for erosion and sediment control must be stockpiled on site at convenient locations to facilitate prompt installation. Such materials must be implemented at all inactive disturbed areas, and prior to all qualifying rain events. A "Qualifying Precipitation Event" (QPE) is defined as a forecast with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses. Minimize stockpiles of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar. All stockpiling of such materials must conform to Section 13-4.03C(2) Material Storage and Section 13-4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications.
16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems. Any concrete washout activities which result in compromised containment must be cleaned and disposed of immediately. All Designated concrete facilities, including equipment, washout areas must be contained during Qualifying Precipitation Events (QPEs) marked by clearly visible signage throughout the project area.
17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Fenced barriers may serve as an adequate buffer to prevent traffic across existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in the permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity. All temporary relocation of BMPs must be completed at the end of each working day and prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Silt and debris shall be removed from linear barriers as part of the regular inspection schedule and as deemed necessary by the State Representative.

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19. SLOPE STABILIZATION AND TRACKING

CONTROL: Consider a certified expert in Erosion and Sediment Control in cases where slopes are disturbed or during implementation of temporary road construction for equipment and material access to the project. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization, Section 13.6 Temporary Sediment Control, Section 13.7 Temporary Tracking Control and Section 21 Erosion Control of the Caltrans' Standard Specifications for construction during application of temporary soil stabilization and sediment/tracking control measures to minimize impacts to the soil surface. Temporary construction entrances/exits are required to be stabilized and may include gravel, rumble plates, and/or FODS. Erosion control blankets, temporary mulch, soil binders, tackifier, fiber, seed, straw, temporary covers, rigid plastic, gravel bag barriers, sediment filter bags, temporary check dams, drainage inlet protection, fiber rolls and/or silt fences may be required down slope and on temporary construction roads and entrances until permanent soil stabilization is established. Consult with manufacturer specifications regarding maintenance frequency of sediment controls. All controls must be maintained to ensure proper functionality. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.

20. STOCKPILES: All stockpiled materials must be stored at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. All stockpiles must be covered and protected with a temporary perimeter sediment barrier if inactive or prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. A stockpile is considered inactive after fourteen (14) days without addition or subtraction. Additionally, cold mix stockpiles must be stored on an impermeable surface and covered with nine (9) mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications for construction. Demolished material must not be allowed to enter storm drain systems and receiving waters. Use authorized covers and platforms to collect debris. Use attachments on equipment to catch debris during all demolition activities. Empty debris-catching devices daily and handle debris in accordance with Section 13-4.03D Waste Management for Water Pollution Control of the Caltrans' Standard Specifications for construction.

21. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material. Additionally, the State Representative must be notified if abandoned, underground tanks, pipes, or buried debris are encountered.

22. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. Place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. The Permittee must comply with local health agency regulations if using an on-site disposal system.

23. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free wastewater or rinse water, dredging, and wash water or rinse water running off a surface or other non-storm water liquids not covered under separate wastewater permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least fifty (50) feet away from moving vehicles, equipment, concentrated flows of storm water, drainage courses, and storm drain inlets. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D(5) Liquid Waste for Water Pollution Control of the Caltrans' Standard Specifications for construction.

24. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and discharge of pollutants into storm drain systems and receiving waters. Direct all runoff into areas where it can infiltrate.

25. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use. In the event of oil/grease leaks and spills from pile driving activities, immediately contain and dispose of all contaminated materials.

26. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact the State Representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with Section 13-4.03G Dewatering for Water Pollution Control of the Caltrans' Standard Specifications for construction. Work plan also references guidelines and BMPs in the CGP and the Field Manual for Construction Site Dewatering. A 24-hour email notification of dewatering discharge to the Regional Water Board, including the implemented SWPPP and BMPs, is required by Attachment J of the CGP.

UTILITY ANNUAL PROVISIONS

TR – 0160 (Rev. 7/2022)

In addition to the attached Encroachment Permit General Provisions (TR-0045), the following special provisions are also applicable:

Annual utility permits UE are issued to utilities who maintain their facilities within State highway right-of-way. Any utility or public corporation, who lawfully maintains a utility encroachment, or their agent, may perform routine or emergency maintenance on such facility in accordance with the following provisions:

UE1. EXCLUSIONS: These provisions do not authorize any work on freeways and expressways, tree trimming, aerial capacity increases on designated "Scenic Highways", pole replacement / relocation work, or other activities not specifically provided for in this permit.

UE2. EMERGENCY REPAIRS: The permittee may make emergency repairs, alter traffic flow, and excavate through improved surfaces only when breaks in the conduit, cable, or pipeline over or under the pavement presents a definite public hazard or serious interruption of essential services. An **emergency** is defined in the Public Resources Code as "[...] a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public service. 'Emergency' includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage." In such cases, the Department's representative shall be notified immediately.

Replace poles knocked down by vehicles, accidental causes or natural disasters. The entire length of poles and stubs must be removed from the ground and replacement pole must be placed at the exact location. Planned pole replacements/installations are not allowed under this permit.

UE3. OPEN EXCAVATIONS: Excavation must not be left open after daylight hours unless specifically authorized and adequate protection for traffic is provided in accordance with the Encroachment Permit General Provisions, "Public Traffic Control" And "Minimum Interference with Traffic". Backfill and pavement replacement must be performed in

accordance with General Provisions, "Restoration and Repairs in State Highway right-of-way."

UE4. TRAFFIC CONTROL: Work requiring traffic control shall be conducted between Monday-Friday 9:00 a.m. and 3:00 p.m. or as otherwise authorized by the Permit Engineer. Adequate traffic control must be provided in accordance with the Encroachment Permit General Provisions, "Public Traffic Control", "Minimum Interference with Traffic" and "Suspension of Traffic Control Operation."

Only those maintenance activities that can be performed using a Caltrans Standard Plans for Temporary Traffic Control Systems and Temporary Pedestrian Access Routes are authorized under the annual maintenance permit. Otherwise a separate permit application for the work, along with a traffic control plan designed and signed by a California Registered Civil or Traffic Engineer must be submitted for review and approval.

Advanced notification must be provided to Caltrans Traffic Management Center for any activities that may cause a traffic impact including all lane closures. Adequate notice must be provided in accordance with the Encroachment Permit General Provisions, "Notification of Closure to Department and Traffic Management Center (TMC)."

UE5. WORK PERMITTED - AERIAL: All permitted activity must not be over the traveled way or within the limits of officially designated scenic highways and/or on Caltrans structures.

1. Maintain, inspect, remove, repair or replace (in the same location) all aerial facilities. Work over the traveled way requires a separate permit and the placement of "H" poles and netting as per form TR-0108, located in Appendix "E" of the Encroachment Permits Manual.

ENCROACHMENT PERMIT SPECIAL PROVISIONS

Replace broken pins and/or insulators, repair broken wires, pull slack wires, and replace or pull broken or slack guys.

Replace aerial wires and cross arms on existing poles except where wires cross the highway. Unless otherwise specifically required by the Department, protected cable, tree wire or plastic tree wire guard used for communication lines may be used through trees where necessary, provided the appearance of the tree or the tree itself will not be damaged.

Perform insulator washing and interconnect splicing of cables.

Install additional capacity (in the same location), install, maintain, remove, repair or replace aerial service connections with potential to ground of 300 volts or less.

2. Installations and clearances must be equal to those required by either the California Public Utilities Commission orders or the Division of Occupational Safety and Health (Cal/OSHA) regulations promulgated in the California Code of Regulations, Title 8, Chapter 4, whichever is more restrictive.

UE6. WORK PERMITTED - UNDERGROUND:

1. Maintain, inspect, remove, repair or replace (in the same location) all underground facilities except those requiring trenching in the traveled way or require uncovering more than 50 feet of line at any one time. The permittee may open existing manholes to repair underground cables. Where the manhole lies within the improved surface of the highway, the permittee will provide adequate protection for traffic in accordance with the Encroachment Permit General Provisions "Public Traffic Control" and "Minimum Interference with Traffic".
2. Install additional capacity in existing ducts except for facilities not in compliance with the Department's High priority utility policies or on Structures.
3. Install air flow monitoring transducers and piping in existing ducts.
4. Barholing, potholing, cleaning, rodding and placing float ropes.

5. Adjust access cover to grade and replace in kind or with larger size pull boxes.
6. Interconnect splicing of cables.
7. Install service connections (laterals) perpendicular to the highway for the following:
 - i. Natural gas service lines less than 2 inches in pipe diameter that have normal operating pressures of 60 psig or less
 - ii. Subsurface electrical service connections with a potential to ground of 50 volts or less
 - iii. Service connections for water, sewer, telephone, telecommunication, and cable service
8. Permanent pavement patching for work authorized by this permit. The patching must be made within thirty (30) days of completion of backfill unless otherwise specified by the Permit Engineer. See Underground Utility Provision UG 9 (form TR-0163).

UE7. POLE MAINTENANCE & CHEMICAL TREATMENT:

1. Utility Companies are to provide a list of the pole identification, locations, type of chemicals and quantities used for their pole treatment maintenance operations. This information must be provided upon expiration of their annual permit or upon request of the Department as needed.
2. Utility Companies must submit copies of the Safety Data Sheets (SDS) for all chemical compounds to be used in their pole treatment maintenance operations, in conjunction with the permit application submittal.
3. Utility Companies are to notify the District Landscape Specialist or their designee and the District Encroachment Permits Office when there is any change or modification in the type(s) of chemical used in their pole treatment maintenance operations.
4. Prior to any application of Tree Growth Regulators (TGR) approval shall be obtained from the District Landscape Specialist or their designee.

UE8. MISCELLANEOUS:

1. Install new and replace existing transformers on existing poles.
2. Clear grass from around base of poles and excavate around poles for inspection, including tamping and straightening. The use of herbicides or other chemicals is not authorized by this permit. A separate encroachment permit is required for that purpose.

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

Permit No.
07-24-N-US-3115

In compliance with your application of December 17, 2024

Dist/Co/Rte/PM
07/VEN/101/PM 0-R43.63

Reference Documents:

- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____
- ☐ Project code (ID): _____ CFC #: _____
- ☐ Applicant's Reference/ Utility Work Order No. _____

Permit Approval Date
December 24, 2024

Performance Bond Amount (1)	Payment Bond Amount (2)
\$0	\$0

Bond Company
\$ N/A

Bond Number (1)	Bond Number (2)
\$ N/A	\$ N/A

TO: Casitas Municipal Water District
1055 Ventura Ave
Oak View, CA 93022
Email: Not on record
Phone: Not on record

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:
Perform inspection, maintenance, and repairs to existing water facilities and perform temporary traffic control activities using Caltrans Standard Plans, within State right of way along VEN-101; in the city of Ventura; all in accordance with current State Specifications and standard plans, Encroachment Permit General/Special Provisions, and the stamped Caltrans Permit Plans.
****Work beyond this permit will require a separate permit.****
****Work hours are from 9:00AM to 3:00PM, Monday through Friday or as directed by the assigned State Permit Inspector.****
****Permittee and their prime contractor(s) must fill out form TR-0429 and submit this form to the assigned permit inspector prior to the pre-job meeting.****
****Permittee must fill out and provide the Notice of Completion (TR-0128) to the assigned permit inspector at the completion of work.****
****A pre-job meeting with the assigned Caltrans Representative, Hector Arroyo (hector.arroyo@dot.ca.gov), (805) 338-0100 is required at least 7 days prior to start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.****

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
- ☐ YES ☒ NO Utility Maintenance Provisions
- ☒ YES ☐ NO Storm Water Special Provisions
- ☐ YES ☒ NO Special Provisions
- ☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. _____
- ☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ YES ☒ NO Storm Water Pollution Protection Plan
- ☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

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

- ☐ YES ☒ NO Review
- ☐ YES ☒ NO Inspection
- ☒ YES Field Work
(if any Caltrans effort expended)

As-built Plans are Required

- ☐ YES ☒ NO

This permit is void unless the work is completed before December 31, 2025

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:
#1: Hector Arroyo
#2: Jasraj Singh
#3:
#4:

APPROVED:

Gloria Roberts, District Director

BY


Chrisinte Song (Dec 25, 2024 17:41 PST)

Christine J Song, District Permit Engineer

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

ENCROACHMENT PERMIT GENERAL PROVISIONS

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. PERMIT AT WORKSITE: Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.

11. CONFLICTING ENCROACHMENTS: Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

12. PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.

13. PEDESTRIAN AND BICYCLIST SAFETY: A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must 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 must 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. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

14. PUBLIC TRAFFIC CONTROL: The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.

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 encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.

17. CARE OF DRAINAGE: Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY: Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. COST OF WORK: Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

ENCROACHMENT PERMIT GENERAL PROVISIONS

- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently 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 Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.
- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
 - a) 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 public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
 26. **ENVIRONMENTAL:**
 - a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

ENCROACHMENT PERMIT GENERAL PROVISIONS

waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. 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.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

ENCROACHMENT PERMIT GENERAL PROVISIONS

contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

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

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii) That such discrimination must 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 State highway right-of-way.
- iv) That the Permittee must 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.

- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

ENCROACHMENT PERMIT GENERAL PROVISIONS

of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. FIELD WORK REIMBURSEMENT: Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.

35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT: Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.

36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must 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 must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.

38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

39. STORMWATER: The Permittee is responsible for full compliance with the following:

- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
- b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
- c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
- d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

ENCROACHMENT PERMIT SPECIAL PROVISIONS**STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)**

TR-0400 (Rev. 09/2024)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities ranging from more than a quarter of an acre to less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). These provisions must be included with the permit for projects that require an Erosion and Sediment Control Plan (ESCP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order 2022-0033-DWQ, NPDES No. CAS000003, and any amendments and/or subsequent orders). Projects in construction with active waste discharge identification number (WDID number) may continue their coverage with the California Construction General Permit CGP (Order 2009-0009-DWQ, NPDES No. CAS000002, and any amendments and/or subsequent orders) until 9/1/2025. Privately funded projects may not extend their 2009 CGP regulatory coverage and are responsible for compliance with the CGP (Order WQ 2022-0057-DWQ NPDES No. CAS000002) after 9/1/2023. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls, and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State Representative when discharges enter receiving waters, adjacent property, and drainage systems. The Permittee must also address any illicit discharges or illegal dumping prior to start of daily work schedule by cleaning them up. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State Representative within forty-eight (48) hours of reported activity. For additional information on stormwater compliance, visit the [State Water Resources Control Board's Storm Water Program](#).
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing project related sediment, trash, debris, and other construction waste from entering the street, storm drains, drainage swales, stormwater conveyance infrastructure, local creeks, or any other bodies of water. All existing treatment BMP's (TBMPs) must be protected in place. If an existing TBMP is damaged by the Permittee, the Permittee is responsible for complete repair to a satisfactory condition determined by the State Representative.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system. The Permittee must ensure that Portland cement concrete and asphalt concrete grindings are not stockpiled or used in a manner that may result in an unauthorized stormwater discharge to waters of the state.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Minimize the amount of dust particles during sweeping activities, ensuring that the levels do not exceed the standards set by local air quality control districts or the EPA's National Ambient Air Quality standards. Use wet-vacuum whenever dust generation is excessive, or sediment pickup is ineffective. Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** The Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site. If vehicle or equipment cannot be immediately removed from job site, install secondary containment to contain spill and prevent illicit non-stormwater discharge.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials. All maintenance and fueling should be conducted at an appropriate facility that is feasible. All maintenance and fueling which must occur onsite

ENCROACHMENT PERMIT SPECIAL PROVISIONS

shall be conducted as far away as practical from drain inlets, water bodies, and other stormwater conveyance systems.

8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. All equipment must be sanitized prior to mobilization to limit the spread of invasive plant species. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that generates fine particles or dust (e.g., Saw cutting, earthwork, sanding, etc.), which could be carried off-site by stormwater, must be conducted during dry weather conditions to avoid immediate mobilization into the drainage system.
11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site. Potential wind erosion BMPs may include wind fence, water application, gravel, and/or hydro-mulch.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter any drainage conveyances or receiving waters.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State Representative during grading, paving, sealing, saw-cutting, grooving and grinding, or any other activity which may result in an illicit discharge. All materials must conform to Section 13-6.02 Materials for Water Pollution Control of the Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with Section 13-4.03B Spill Prevention and Control and for leaks and spills from vehicles and equipment each day of use in accordance with Section 13-1.03C Inspections for Water Pollution Control and Section 14-11 Hazardous Waste and Contamination for Environmental Stewardship of the Caltrans' Standard Specifications.
14. **PAINT:** Clean water-based and oil-based paint from brushes or equipment within a contained area to

prevent contamination of soil, receiving waters, or storm drain systems. Handle and dispose of paints, thinners, solvents, residues, and sludges that cannot be recycled or reused as hazardous waste under section 14-11. When thoroughly dry, dispose of dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths as solid waste under section 14-10.

15. **CONSTRUCTION MATERIALS AND MATERIAL MANAGEMENT:** Materials necessary for erosion and sediment control must be stockpiled on site at convenient locations to facilitate prompt installation. Such materials must be implemented at all inactive disturbed areas, and prior to all qualifying rain events. A "Qualifying Precipitation Event" (QPE) is defined as a forecast with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses. Minimize stockpiles of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar. All stockpiling of such materials must conform to Section 13-4.03C(2) Material Storage and Section 13-4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications.
16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems. Any concrete washout activities which result in compromised containment must be cleaned and disposed of immediately. All Designated concrete facilities, including equipment, washout areas must be contained during Qualifying Precipitation Events (QPEs) marked by clearly visible signage throughout the project area.
17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Fenced barriers may serve as an adequate buffer to prevent traffic across existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in the permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity. All temporary relocation of BMPs must be completed at the end of each working day and prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Silt and debris shall be removed from linear barriers as part of the regular inspection schedule and as deemed necessary by the State Representative.

ENCROACHMENT PERMIT SPECIAL PROVISIONS

19. SLOPE STABILIZATION AND TRACKING

CONTROL: Consider a certified expert in Erosion and Sediment Control in cases where slopes are disturbed or during implementation of temporary road construction for equipment and material access to the project. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization, Section 13.6 Temporary Sediment Control, Section 13.7 Temporary Tracking Control and Section 21 Erosion Control of the Caltrans' Standard Specifications for construction during application of temporary soil stabilization and sediment/tracking control measures to minimize impacts to the soil surface. Temporary construction entrances/exits are required to be stabilized and may include gravel, rumble plates, and/or FODS. Erosion control blankets, temporary mulch, soil binders, tackifier, fiber, seed, straw, temporary covers, rigid plastic, gravel bag barriers, sediment filter bags, temporary check dams, drainage inlet protection, fiber rolls and/or silt fences may be required down slope and on temporary construction roads and entrances until permanent soil stabilization is established. Consult with manufacturer specifications regarding maintenance frequency of sediment controls. All controls must be maintained to ensure proper functionality. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.

20. STOCKPILES: All stockpiled materials must be stored at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. All stockpiles must be covered and protected with a temporary perimeter sediment barrier if inactive or prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. A stockpile is considered inactive after fourteen (14) days without addition or subtraction. Additionally, cold mix stockpiles must be stored on an impermeable surface and covered with nine (9) mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13--4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications for construction. Demolished material must not be allowed to enter storm drain systems and receiving waters. Use authorized covers and platforms to collect debris. Use attachments on equipment to catch debris during all demolition activities. Empty debris-catching devices daily and handle debris in accordance with Section 13-4.03D Waste Management for Water Pollution Control of the Caltrans' Standard Specifications for construction.

21. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material. Additionally, the State Representative must be notified if abandoned, underground tanks, pipes, or buried debris are encountered.

22. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. Place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. The Permittee must comply with local health agency regulations if using an on-site disposal system.

23. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free wastewater or rinse water, dredging, and wash water or rinse water running off a surface or other non-storm water liquids not covered under separate wastewater permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least fifty (50) feet away from moving vehicles, equipment, concentrated flows of storm water, drainage courses, and storm drain inlets. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13--4.03D(5) Liquid Waste for Water Pollution Control of the Caltrans' Standard Specifications for construction.

24. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and discharge of pollutants into storm drain systems and receiving waters. Direct all runoff into areas where it can infiltrate.

25. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use. In the event of oil/grease leaks and spills from pile driving activities, immediately contain and dispose of all contaminated materials.

26. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact the State Representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with Section 13-4.03G Dewatering for Water Pollution Control of the Caltrans' Standard Specifications for construction. Work plan also references guidelines and BMPs in the CGP and the Field Manual for Construction Site Dewatering. A 24-hour email notification of dewatering discharge to the Regional Water Board, including the implemented SWPPP and BMPs, is required by Attachment J of the CGP.

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

Permit No.
07-24-N-UE-3153In compliance with your application of December 20, 2024Dist/Co/Rte/PM
07/VEN/150/PM 0-34.4

Reference Documents:

☐ Utility Notice No. _____ of _____

☐ Agreement No. _____ of _____

☐ R/W Contract No. _____ of _____

☐ Project code (ID): _____ CFC #: _____

☐ Applicant's Reference/ Utility Work Order No. _____

Permit Approval Date
January 08, 2025

Performance Bond Amount (1)	Payment Bond Amount (2)
\$0	\$0

Bond Company
\$ N/A

Bond Number (1)	Bond Number (2)
\$ N/A	\$ N/A

TO: Casitas Municipal Water District
1055 Ventura Ave
Oak View, CA 93022
Email: Not on record
Phone: Not on record

, PERMITTEE

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

Perform maintenance, repair, and replacement of existing water facilities with associated excavation and asphalt patching/stripping; implement associated temporary traffic control; on conventional highway CA-150; in the county of Ventura; all in accordance with current State specifications and standard plans, and Encroachment Permits Special Provisions.

* Warning: Check for Fiber Optic Presence

* A pre-job meeting with the assigned Caltrans Representative, Jasraj "Raj" Singh, jasraj.singh@dot.ca.gov, (213) 760-9392, is required at least 7-days prior to start of any work under this permit for each occurrence. Failure to do so may result in permit revocation without prejudice.

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

☒ YES ☐ NO Utility Maintenance Provisions

☒ YES ☐ NO Storm Water Special Provisions

☒ YES ☐ NO Special Provisions

☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. _____

☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects

☐ YES ☒ NO Storm Water Pollution Protection Plan

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

☐ YES ☒ NO Review

☐ YES ☒ NO Inspection

☒ YES Field Work
(if any Caltrans effort expended)

As-built Plans are Required☐ YES ☒ NO☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.This permit is void unless the work is completed before December 31, 2025

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:

#1:
#2:
#3:
#4:

APPROVED:

Gloria Roberts, District Director

BY


Chrisinte Song (Jan 8, 2025 13:49 PST)

Christine J Song, District Permit Engineer

ADA Notice

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ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

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facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. PERMIT AT WORKSITE: Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.

11. CONFLICTING ENCROACHMENTS: Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

12. PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.

13. PEDESTRIAN AND BICYCLIST SAFETY: A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must 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 must 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. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).

14. PUBLIC TRAFFIC CONTROL: The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.

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 encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.

17. CARE OF DRAINAGE: Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY: Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. COST OF WORK: Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

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- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently 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 Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.
- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
 - a) 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 public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
 26. **ENVIRONMENTAL:**
 - a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. 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.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

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contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

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

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii) That such discrimination must 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 State highway right-of-way.
- iv) That the Permittee must 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.

- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

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of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. FIELD WORK REIMBURSEMENT: Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.

35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT: Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.

36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must 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 must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.

38. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

39. STORMWATER: The Permittee is responsible for full compliance with the following:

- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
- b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
- c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
- d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

UTILITY ANNUAL PROVISIONS

TR – 0160 (Rev. 7/2022)

In addition to the attached Encroachment Permit General Provisions (TR-0045), the following special provisions are also applicable:

Annual utility permits UE are issued to utilities who maintain their facilities within State highway right-of-way. Any utility or public corporation, who lawfully maintains a utility encroachment, or their agent, may perform routine or emergency maintenance on such facility in accordance with the following provisions:

UE1. EXCLUSIONS: These provisions do not authorize any work on freeways and expressways, tree trimming, aerial capacity increases on designated "Scenic Highways", pole replacement / relocation work, or other activities not specifically provided for in this permit.

UE2. EMERGENCY REPAIRS: The permittee may make emergency repairs, alter traffic flow, and excavate through improved surfaces only when breaks in the conduit, cable, or pipeline over or under the pavement presents a definite public hazard or serious interruption of essential services. An **emergency** is defined in the Public Resources Code as "[...] a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public service. 'Emergency' includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage." In such cases, the Department's representative shall be notified immediately.

Replace poles knocked down by vehicles, accidental causes or natural disasters. The entire length of poles and stubs must be removed from the ground and replacement pole must be placed at the exact location. Planned pole replacements/installations are not allowed under this permit.

UE3. OPEN EXCAVATIONS: Excavation must not be left open after daylight hours unless specifically authorized and adequate protection for traffic is provided in accordance with the Encroachment Permit General Provisions, "Public Traffic Control" And "Minimum Interference with Traffic". Backfill and pavement replacement must be performed in

accordance with General Provisions, "Restoration and Repairs in State Highway right-of-way."

UE4. TRAFFIC CONTROL: Work requiring traffic control shall be conducted between Monday-Friday 9:00 a.m. and 3:00 p.m. or as otherwise authorized by the Permit Engineer. Adequate traffic control must be provided in accordance with the Encroachment Permit General Provisions, "Public Traffic Control", "Minimum Interference with Traffic" and "Suspension of Traffic Control Operation."

Only those maintenance activities that can be performed using a Caltrans Standard Plans for Temporary Traffic Control Systems and Temporary Pedestrian Access Routes are authorized under the annual maintenance permit. Otherwise a separate permit application for the work, along with a traffic control plan designed and signed by a California Registered Civil or Traffic Engineer must be submitted for review and approval.

Advanced notification must be provided to Caltrans Traffic Management Center for any activities that may cause a traffic impact including all lane closures. Adequate notice must be provided in accordance with the Encroachment Permit General Provisions, "Notification of Closure to Department and Traffic Management Center (TMC)."

UE5. WORK PERMITTED - AERIAL: All permitted activity must not be over the traveled way or within the limits of officially designated scenic highways and/or on Caltrans structures.

1. Maintain, inspect, remove, repair or replace (in the same location) all aerial facilities. Work over the traveled way requires a separate permit and the placement of "H" poles and netting as per form TR-0108, located in Appendix "E" of the Encroachment Permits Manual.

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Replace broken pins and/or insulators, repair broken wires, pull slack wires, and replace or pull broken or slack guys.

Replace aerial wires and cross arms on existing poles except where wires cross the highway. Unless otherwise specifically required by the Department, protected cable, tree wire or plastic tree wire guard used for communication lines may be used through trees where necessary, provided the appearance of the tree or the tree itself will not be damaged.

Perform insulator washing and interconnect splicing of cables.

Install additional capacity (in the same location), install, maintain, remove, repair or replace aerial service connections with potential to ground of 300 volts or less.

2. Installations and clearances must be equal to those required by either the California Public Utilities Commission orders or the Division of Occupational Safety and Health (Cal/OSHA) regulations promulgated in the California Code of Regulations, Title 8, Chapter 4, whichever is more restrictive.

UE6. WORK PERMITTED - UNDERGROUND:

1. Maintain, inspect, remove, repair or replace (in the same location) all underground facilities except those requiring trenching in the traveled way or require uncovering more than 50 feet of line at any one time. The permittee may open existing manholes to repair underground cables. Where the manhole lies within the improved surface of the highway, the permittee will provide adequate protection for traffic in accordance with the Encroachment Permit General Provisions "Public Traffic Control" and "Minimum Interference with Traffic".
2. Install additional capacity in existing ducts except for facilities not in compliance with the Department's High priority utility policies or on Structures.
3. Install air flow monitoring transducers and piping in existing ducts.
4. Barholing, potholing, cleaning, rodding and placing float ropes.

5. Adjust access cover to grade and replace in kind or with larger size pull boxes.
6. Interconnect splicing of cables.
7. Install service connections (laterals) perpendicular to the highway for the following:
 - i. Natural gas service lines less than 2 inches in pipe diameter that have normal operating pressures of 60 psig or less
 - ii. Subsurface electrical service connections with a potential to ground of 50 volts or less
 - iii. Service connections for water, sewer, telephone, telecommunication, and cable service
8. Permanent pavement patching for work authorized by this permit. The patching must be made within thirty (30) days of completion of backfill unless otherwise specified by the Permit Engineer. See Underground Utility Provision UG 9 (form TR-0163).

UE7. POLE MAINTENANCE & CHEMICAL TREATMENT:

1. Utility Companies are to provide a list of the pole identification, locations, type of chemicals and quantities used for their pole treatment maintenance operations. This information must be provided upon expiration of their annual permit or upon request of the Department as needed.
2. Utility Companies must submit copies of the Safety Data Sheets (SDS) for all chemical compounds to be used in their pole treatment maintenance operations, in conjunction with the permit application submittal.
3. Utility Companies are to notify the District Landscape Specialist or their designee and the District Encroachment Permits Office when there is any change or modification in the type(s) of chemical used in their pole treatment maintenance operations.
4. Prior to any application of Tree Growth Regulators (TGR) approval shall be obtained from the District Landscape Specialist or their designee.

UE8. MISCELLANEOUS:

1. Install new and replace existing transformers on existing poles.
2. Clear grass from around base of poles and excavate around poles for inspection, including tamping and straightening. The use of herbicides or other chemicals is not authorized by this permit. A separate encroachment permit is required for that purpose.

UTILITY UNDERGROUND PROVISIONS (UG)

TR-0163 (Rev. 07/2023)

In addition to the attached Encroachment Permit General Provisions (TR-0045), the following special provisions are also applicable:

High priority utilities, pressurized facilities, pipes or ducts six (6) inches or larger in diameter, or placement of multiple pipes or ducts regardless of diameters are required to be encased on both conventional and access-controlled State highway right-of-way. An exception to this encasement policy may be allowed on a case-by-case basis with the “Uncased High-Pressure Natural Gas Pipeline” Special Provisions (TR-0158).

A “High Priority Utility” is defined as: 1) natural gas pipelines greater than six (6) inches in diameter, or with normal operating pressures greater than sixty (60) psig; 2) petroleum pipelines; 3) pressurized sanitary sewer pipelines; 4) high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to sixty (60) kV; or 5) hazardous materials pipelines that are potentially harmful to workers or the public if damaged.

The pavement or roadway must not be open cut unless specifically allowed. Utility installations are not allowed inside culverts or drainage structures.

All installations must comply with Chapter 17 of the Caltrans Project Development Procedures Manual for utility clearance and offset requirements.

For additional details regarding longitudinal utility encroachments on both conventional and access-controlled State highway right-of-way, see Section 602 of the Encroachment Permits Manual.

UG 1. ENCASEMENT: Casings must have an inside diameter sufficiently larger than the outside diameter of the pipe or duct to accommodate placement and removal.

When Horizontal Directional Drilling (HDD) is authorized, High-Density Polyethylene (HDPE) is acceptable as the casing.

When Reinforced Concrete pipe in accordance with Section 65-2 of Caltrans Standard Specifications is installed by Bore & Jack, it must have rubber gaskets at the joints and see “D” below for grouting of voids left by jacking operations.

- A. Spiral welded casings may be allowed provided the casing is new and the weld is smooth.
- B. The ends of the casing must be plugged with ungrouted bricks or other suitable material approved by the Department’s representative.
- C. Minimum wall thicknesses of steel encasements for different lengths and diameters of pipes are as follows:

Minimum Wall Thickness

Casing Diameter	Up to 150 feet in length	Over 150 feet in length
6 to 28 inches	1/4 inch	1/4 inch
30 to 38 inches	3/8 inch	1/2 inch
40 to 60 inches	1/2 inch	3/4 inch
62 to 72 inches	3/4 inch	3/4 inch

- D. When required by the Department’s representative, the permittee must pressure grout to fill any voids

caused by the permitted work at the permittee’s expense. The grout holes when placed the inside of the casing must be on eight (8) feet centers, longitudinally and offset twenty-two (22) degrees from the vertical axis of the casing and staggered to the left and right of the top longitudinal axis of the casing. Grout pressure must not exceed five (5) psig for a duration sufficient to fill all voids.

- E. When the placement of multiple encasements is requested, the distance between multiple encasements must be the greater of twenty-four (24) inches or twice the diameter of the larger pipe being installed.
- F. Casings within access-controlled highways must extend to the right-of-way lines.
- G. Wing cutters, if used, must be a maximum of one (1) inch larger in diameter than the outside diameter of the casing. Voids caused by the use of wing cutters must be grouted in accordance with “D” above.
- H. A band welded to the leading edge of the casing must be placed square to the alignment and not on the bottom edge. A flared lead section on bores over one hundred (100) feet is not allowed.
- I. The length of the auger strand must be equal to that of the section of encasement pipe.
- J. The casings within conventional highways must extend at least five (5) feet beyond the back of curb or edge of pavement, or to the right-of-way line if less. Where Portland Cement Concrete (PCC) cross-gutter exists, the casings must extend at least five (5)

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feet beyond the back of the cross-gutter, or to the right-of-way line if less.

UG 2. OPEN-CUT METHOD: When the encroachment permit authorizes installation by the open-cut method, surfacing and base materials and thickness thereof must be as specified in the encroachment permit.

No more than one (1) lane of the highway pavement must be open cut at any time unless otherwise approved in writing by the Department's representative. After the pipe is placed in the open-cut section, the trench must be backfilled in accordance with Section 19-3 of Caltrans Standard Specifications. The backfilled section must be open to traffic safely with temporary repairs to the surfacing before the next section of pavement is cut.

If backfilling operations have not been properly completed at the end of a working day, steel plate bridging is required to make the entire highway facility open to traffic in accordance with the "Steel Plate Bridging Utility" Special Provisions (TR-0157).

Sides of open-cut trenches in paved areas must be kept as nearly vertical as possible. Trenches must not be two (2) feet wider than the sum of the outside diameter of the pipe to be laid therein plus the necessary width to accommodate shoring.

UG 3. TRENCHLESS CONSTRUCTION: The following provisions are applicable for installing conduit with the bore diameter less than thirty (30) inches using trenchless methods (e.g., Bore & Jack, HDD, Microtunneling, Pipe Bursting, Pipe Ramming, etc.). For installations with the bore diameter equal to or greater than thirty (30) inches, permittees must comply with Non-Standard Special Provision (NSSP) 19-15, Trenchless Construction. A copy of the NSSP 19-15 can be obtained from the Department's representative or District Encroachment Permits Office.

3.1. Definitions

Bore: Borehole excavated using trenchless construction for the installation of conduit.

Overcut: Radial annular gap between bore and outer pipe wall.

3.2. Construction: The superintendent must be at the site at all times when work is being conducted, if the borehole diameter is greater than ten (10) inches and the depth of installation is less than eight (8) times the diameter of the borehole.

Trenchless excavation and conduit installation must be performed to the line and grade shown. When excavation or installation is out of line or grade, make immediate alignment correction.

Existing structures, pavement, and utilities must be protected during installation. Restore and repair immediately any damage resulting from construction.

Repair or replace any damaged pipe sections.

Overcut must be less than:

- A. One (1) inch or five (5) percent of the conduit outside radius, whichever is less, and
- B. Two (2) inches for trenchless construction using HDD method

Notify the Department's representative immediately if you encounter obstruction or condition that impedes construction.

3.3. Quality Assurance

3.3-1. Pre-construction Meeting: Contact the Department's representative to schedule and have a pre-construction meeting at least seven (7) business days before the start of trenchless construction or as identified in the permit.

Attendees should include:

1. The Department's representative
2. Your project manager
3. Your project superintendent
4. The contractor for trenchless construction

Provide and present:

1. Trenchless construction shop drawings, work plans, and calculations
2. Mitigation plans for both during and after construction
3. Construction timeline and critical path activities

3.3-2. Contractor Qualifications: The contractor must employ a superintendent, who has successfully completed at least five (5) of such projects, if the borehole diameter is greater than ten (10) inches and the depth of installation is less than eight (8) times the diameter of the borehole. Before pre-construction meeting, the following must be submitted to Department's representative if requested:

1. Summary of the contractor's experience demonstrating that the contractor has successfully completed at least five (5) projects in the past five (5) years using similar trenchless construction in similar ground and groundwater conditions with similar drive lengths and diameter range.
2. Summary of the superintendent's experience demonstrating that the superintendent has successfully completed at least five (5) projects using similar construction methods for trenchless construction in similar ground and groundwater

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conditions with similar drive lengths and diameter range.

3.3-3. Conduit Line, Grade, and Shape: When monitoring is required:

1. Survey and record control lines at least seven (7) business days before trenchless construction.
2. Observe and adjust measurements of survey control lines weekly. Report discrepancies to the Department's representative.

Survey and record the centerline of the constructed conduit after each section is advanced or every five (5) feet of advancement, whichever is shorter.

3.3-4. Ground Surface Movement Monitoring: Ground surface movement monitoring is required if the installation meets the following criteria or if required by the Department's representative:

1. Bore diameter is greater than ten (10) inches, and
2. Minimum vertical distance between the pavement or sidewalk surface and the top of bore is less than eight (8) times the diameter of the borehole.

Mark monitoring points on critical structures and utilities at locations shown. Include these points in monitoring surveys. Perform monitoring surveys before noon and at ambient temperature below eighty-five (85) degrees Fahrenheit. Perform ground surface survey under the Caltrans Surveys Manual and supplemental guidance.

Establish a minimum of four (4) control points for ground surface movement monitoring. Perform baseline ground surface survey at least fifteen (15) business days before trenchless construction. Notify the Department's representative at least ten (10) business days before the survey.

Develop baseline surface model. Use the baseline surface model to determine the movement of ground surface and embankment slope. See Encroachment Permit Survey Grid (TR-0151) in Appendix E of the Encroachment Permits Manual for survey grid spacing and other requirements.

Perform ground surface movement monitoring survey:

1. Weekly during construction or as required by the Department's representative
2. Biweekly for one (1) month after completion of each installation or as required by the Department's representative

Produce the surface model based on the monitoring survey data and calculate the movement of monitoring points using baseline surface model. Each monitoring survey may have different grid points.

Each ground surface horizontal and vertical measurement must be accurate to ± 0.03 feet on pavement and ± 0.1 feet

on unpaved surfaces at the ninety-five (95) percent confidence level. Vertical movement produced by comparing current surface model with pre-construction surface model must be accurate to ± 0.01 feet on pavement and ± 0.1 feet on unpaved surfaces at the ninety-five (95) percent confidence level.

If ground surface movement in the pavement above the advancing pipe meets the requirements for two (2) consecutive weeks, the frequency of monitoring survey may be reduced to biweekly.

Notify the Department's representative at completion of each installation. Ground surface vertical movement requirements are:

Ground Surface Vertical Movement

Quality Characteristic	Requirement
Critical Structure Monitoring Points - Horizontal or Vertical (max, feet)	0.02
Highway surface (max, feet)	0.04
Embankment slope (max, feet)	0.2

If ground surface vertical movement requirements are not met:

1. Stop work immediately.
2. Notify the Department's representative.
3. Submit an alternative construction method.
4. Submit a mitigation plan that includes methods to fill the voids created under the ground surface and restore the density of subsurface materials.
5. Monitor ground surface movement in the area above the advancing pipe:
 - 5.1. Daily until no additional vertical movement is detected in the areas that exceed the movement requirements
 - 5.2. Every two (2) working days until the vertical movement meets the requirements for two (2) consecutive weeks

3.4. Submittals

3.4-1. Monitoring Plans: Submit monitoring plans for:

1. Conduit grade and alignment control, including monitoring instruments, layout of instrumentation points, construction details, and monitoring frequency
2. Logging of excavated materials, including anticipated volume of excavation and measured volume of removed spoil
3. Critical operations of applicable trenchless construction, including excavation, boring, spoil removal, lubrication, jacking, installation, and grouting
4. Ground surface movement, including digital surface survey method, survey data processing and analysis

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method, and digital surface file for the bore diameter greater than ten (10) inches and the vertical distance between the pavement or sidewalk surface and the top of bore less than eight (8) times the diameter of the borehole

3.4-2. Daily Construction Record: Maintain Daily Construction Record and submit to the Department's representative upon request.

Daily Construction Record must include:

1. Date and time of operation
2. Names of key personnel
3. Length of constructed conduit, including coordinates and elevation of the beginning and ending (latitude, longitude and northing, easting, elevation) of the conduit advanced during each work shift. Record must reference the project coordinate system.
4. Rate of advance
5. Jacking force
6. Problems encountered, possible causes, and mitigation performed
7. Geological log of excavated face and materials, with the logging performed by a geologist who is registered as an engineering geologist in the State
8. Records and field note of:
 - 8.1. Any visible cracks
 - 8.2. Conduit line and grade control
 - 8.3. Anticipated and actual volumes of spoil removed and causes of the volume discrepancy
 - 8.4. Groundwater table elevation if dewatering is required

3.4-3. Ground Surface Movement Monitoring Records: Submit:

1. Before construction: survey data and surface model to demonstrate compliance with the Caltrans Surveys Manual and supplemental guidance
2. During and after construction: survey data, surface model, and vertical movement based on the comparison between current and pre-construction surface model

3.4-4. Contact Grouting Record: Maintain Contact Grouting Record and submit to the Department's representative upon request.

Contact Grouting Record must include:

1. Injection locations
2. Grout quantity]
3. Grout pressure
4. Measurements and observations, including heave, casing or carrier pipe movement, grout loss quantity,

communication between grout ports, ground surface, and nearby utilities and storm drains

5. Problems encountered, possible causes, and mitigation performed

3.4-5. Post-Construction Record: Maintain Post-Construction Record and submit to the Department's representative upon request.

Post-Construction Record must include:

1. Completed conduit construction inspection records, including video recording and photographs
2. As-built plans showing details and alignment of the constructed conduit, horizontal and elevation survey based on project coordinate system, any problems encountered, and mitigation actions performed
3. As-built plans showing details of pavement restoration work performed

3.5. Restore Highway Pavement: After completion of trenchless construction of conduit, restore highway pavement to conditions as it was prior to beginning of construction activities or better. Restore Asphalt Concrete (AC) pavement with mill and fill. Repair or replace AC pavement with dowels for any cracks and spalling caused by construction.

UG 4. Bore and receiving pits must:

1. be located at least ten (10) feet from the edge of pavement on rural conventional highways.
2. be located at least five (5) feet beyond the concrete curb and gutter or AC dike on urban conventional highways.
3. be located at least five (5) feet beyond the toe of slope of embankments.
4. be located outside access-controlled highway right-of-way.
5. be protected by placement of six (6)-foot chain link fence or Type K railing around them.
6. be adequately shored in accordance with Cal/OSHA requirements. Shoring for jacking and receiving pits located within fifteen (15) feet of traffic lanes on a State highway must not extend more than thirty-six (36) inches above the pavement grade unless otherwise authorized by Department's representative. Reflectors must be affixed to the shoring on the sides facing traffic. A six (6)-foot chain link fence must be installed around the perimeter of the pits during non-working hours.
7. have crushed rock and sump areas to clear groundwater and water used to clean the casing. Where groundwater is found and pumping is required, the pits must be lined with filter fabric.

UG 5. LIMIT OF EXCAVATION: No excavation is allowed within ten (10) feet from the edge of pavement

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except in curbed urban areas or as specified in the encroachment permit. Where no curb exists and excavations within ten (10) feet of the traveled way are to remain open, a temporary Type K railing must be placed at a 10:1 taper or as otherwise directed by the Department's representative.

UG 6. TUNNELING: In addition to the requirements of "UG 1" and Section 603.6 of the Encroachment Permits Manual, the following requirements are also applicable:

- A. For this provision, a tunnel is defined as any installation that is thirty (30) inches or greater in diameter.
- B. When tunneling is authorized, the permittee must provide full-time inspection of tunneling operations. The Department's representative must monitor projects.
- C. Sand shields may be required as ground conditions change.
- D. Pressure grouting for liner plate, rib and spiling, or rib and lagging tunnels must be at every eight (8) feet section or the end of work shift before the next section is excavated. All grouting must be completed by the end of each workday.
- E. The headway must be secured at the end of each workday. Breast boards or plates must be installed during working hours for running sand or super-saturated soil.

UG 7. FACILITIES EXEMPT FROM UTILITY POLICIES: The following utilities are exempt from the requirements for location and depiction on the project plans unless the depiction of the utility is needed for interconnectivity with the proposed work (see Chapter 17 of the Project Development Procedures Manual):

- Natural gas service lines less than two (2) inches in pipe diameter that have normal operating pressures of sixty (60) psig or less
- Service connections (laterals) for water, sewer, electric, and telecommunication including fiber optic and cable service

All State-owned utilities must be plotted on the plans.

UG 8. DETECTOR STRIP: A continuous metallic detectable strip must be provided for non-metallic main utility installations. Service connections must be installed at right angles to the centerline of the State highway.

UG 9. BACKFILLING: All backfilling operations must be in accordance with Section 19-3 of Caltrans Standard Specifications.

Any required compaction tests must be performed by a certified laboratory at no cost to the Department and the

laboratory report must be furnished to the Department's representative.

UG 10. ROADWAY SURFACING AND BASE MATERIALS: Temporary repairs to pavements must be made and maintained upon completion of backfill until permanent repairs are made. Permanent repairs to pavements must be made within thirty (30) calendar days of completion of backfill unless otherwise authorized by the Department's representative. Temporary pavement patches must be placed and maintained in a smooth riding plane free of humps and depressions.

UG 11. DAMAGE TO TREE ROOTS: Tree roots three (3) inches or larger in diameter must not be cut within the tree drip line when trenching or other underground work is necessary adjacent to roadside trees. If such roots are encountered, they must be tunneled under, wrapped in burlap, and kept moist until the trench is backfilled. Trenching machines must not be used under trees if the trunk or limbs can be damaged by their use. Manholes must not be installed within twenty (20) feet of any trunk.

If the trees involved are close together and of such sizes that it is impractical to protect all roots three (3) inches or larger in diameter, or when roots are less than four (4) inches 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 only when approved by and under the close supervision of the District Landscape Specialist or District Tree Maintenance Supervisor.

UG 12. PIPES ALONG ROADWAY: Pipes and conduits paralleling the pavement must be located as shown on the plans or as close as possible to the right-of-way line.

UG 13. BORROW AND WASTE: Borrow and waste must not be allowed within the work limits unless otherwise specified in the encroachment permit.

UG 14. MARKERS: All markers must not create a safety hazard for the traveling public or highway workers.

UG 15. CATHODIC PROTECTION: The permittee must perform stray current interference tests on underground utilities under cathodic protection and notify the Department's representative prior to the tests. The permittee must perform any corrective measures as necessary and authorized by the Department's representative.

UG 16. PAVEMENT REMOVAL: ASPHALT CONCRETE (AC) pavement must be saw cut to the full depth to provide a neat and straight pavement break along sides of the trench. Portland Cement Concrete (PCC)

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pavement must be saw cut at the slab joints and to the full slab depth.

Where the edge of the trench is within two (2) feet of the existing curb and gutter or pavement edge, the AC pavement between the trench and the curb or pavement edge must be removed.

UG 17. EXCAVATION UNDER FACILITIES:

Where it is necessary to excavate under the existing curb and gutter or underground facilities, the void must be backfilled with two (2) sack cement-sand slurry.

UG 18. PERMANENT REPAIRS TO PCC

PAVEMENT: Repairs must be of PCC containing at least six hundred fifty-eight (658) pounds or seven (7) sacks of cement per cubic yard. The new pavement must have the same thickness as the adjacent pavement. The PCC must be satisfactorily cured and protected from

disturbance until it can be open to traffic with a compressive strength of at least 3,000 psig or for not less than forty-eight (48) hours. The new pavement may be open to traffic after six (6) hours of curing when no more than two (2) percent by weight of calcium chloride is added to the PCC mix as an accelerating chemical admixture.

UG 19. REMOVAL OF PCC SIDEWALKS OR

CURBS: PCC sidewalks or curbs must be saw cut to the nearest score marks and reconstructed to match the existing sidewalk or curb.

UG 20. SPOILS: No earth or construction materials must be tracked onto the highway pavement and public or private approach. The permittee must remove these materials immediately if tracked from the highway pavement and public or private approach.

ENCROACHMENT PERMIT SPECIAL PROVISIONS**STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)**

TR-0400 (Rev. 09/2024)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities ranging from more than a quarter of an acre to less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). These provisions must be included with the permit for projects that require an Erosion and Sediment Control Plan (ESCP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order 2022-0033-DWQ, NPDES No. CAS000003, and any amendments and/or subsequent orders). Projects in construction with active waste discharge identification number (WDID number) may continue their coverage with the California Construction General Permit CGP (Order 2009-0009-DWQ, NPDES No. CAS000002, and any amendments and/or subsequent orders) until 9/1/2025. Privately funded projects may not extend their 2009 CGP regulatory coverage and are responsible for compliance with the CGP (Order WQ 2022-0057-DWQ NPDES No. CAS000002) after 9/1/2023. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls, and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State Representative when discharges enter receiving waters, adjacent property, and drainage systems. The Permittee must also address any illicit discharges or illegal dumping prior to start of daily work schedule by cleaning them up. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State Representative within forty-eight (48) hours of reported activity. For additional information on stormwater compliance, visit the [State Water Resources Control Board's Storm Water Program](#).
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing project related sediment, trash, debris, and other construction waste from entering the street, storm drains, drainage swales, stormwater conveyance infrastructure, local creeks, or any other bodies of water. All existing treatment BMP's (TBMPs) must be protected in place. If an existing TBMP is damaged by the Permittee, the Permittee is responsible for complete repair to a satisfactory condition determined by the State Representative.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system. The Permittee must ensure that Portland cement concrete and asphalt concrete grindings are not stockpiled or used in a manner that may result in an unauthorized stormwater discharge to waters of the state.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Minimize the amount of dust particles during sweeping activities, ensuring that the levels do not exceed the standards set by local air quality control districts or the EPA's National Ambient Air Quality standards. Use wet-vacuum whenever dust generation is excessive, or sediment pickup is ineffective. Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** The Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site. If vehicle or equipment cannot be immediately removed from job site, install secondary containment to contain spill and prevent illicit non-stormwater discharge.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials. All maintenance and fueling should be conducted at an appropriate facility that is feasible. All maintenance and fueling which must occur onsite

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shall be conducted as far away as practical from drain inlets, water bodies, and other stormwater conveyance systems.

8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. All equipment must be sanitized prior to mobilization to limit the spread of invasive plant species. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that generates fine particles or dust (e.g., Saw cutting, earthwork, sanding, etc.), which could be carried off-site by stormwater, must be conducted during dry weather conditions to avoid immediate mobilization into the drainage system.
11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site. Potential wind erosion BMPs may include wind fence, water application, gravel, and/or hydro-mulch.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter any drainage conveyances or receiving waters.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State Representative during grading, paving, sealing, saw-cutting, grooving and grinding, or any other activity which may result in an illicit discharge. All materials must conform to Section 13-6.02 Materials for Water Pollution Control of the Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with Section 13-4.03B Spill Prevention and Control and for leaks and spills from vehicles and equipment each day of use in accordance with Section 13-1.03C Inspections for Water Pollution Control and Section 14-11 Hazardous Waste and Contamination for Environmental Stewardship of the Caltrans' Standard Specifications.
14. **PAINT:** Clean water-based and oil-based paint from brushes or equipment within a contained area to

prevent contamination of soil, receiving waters, or storm drain systems. Handle and dispose of paints, thinners, solvents, residues, and sludges that cannot be recycled or reused as hazardous waste under section 14-11. When thoroughly dry, dispose of dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths as solid waste under section 14-10.

15. **CONSTRUCTION MATERIALS AND MATERIAL MANAGEMENT:** Materials necessary for erosion and sediment control must be stockpiled on site at convenient locations to facilitate prompt installation. Such materials must be implemented at all inactive disturbed areas, and prior to all qualifying rain events. A "Qualifying Precipitation Event" (QPE) is defined as a forecast with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses. Minimize stockpiles of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar. All stockpiling of such materials must conform to Section 13-4.03C(2) Material Storage and Section 13-4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications.
16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems. Any concrete washout activities which result in compromised containment must be cleaned and disposed of immediately. All Designated concrete facilities, including equipment, washout areas must be contained during Qualifying Precipitation Events (QPEs) marked by clearly visible signage throughout the project area.
17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Fenced barriers may serve as an adequate buffer to prevent traffic across existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in the permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity. All temporary relocation of BMPs must be completed at the end of each working day and prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Silt and debris shall be removed from linear barriers as part of the regular inspection schedule and as deemed necessary by the State Representative.

ENCROACHMENT PERMIT SPECIAL PROVISIONS**19. SLOPE STABILIZATION AND TRACKING**

CONTROL: Consider a certified expert in Erosion and Sediment Control in cases where slopes are disturbed or during implementation of temporary road construction for equipment and material access to the project. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization, Section 13.6 Temporary Sediment Control, Section 13.7 Temporary Tracking Control and Section 21 Erosion Control of the Caltrans' Standard Specifications for construction during application of temporary soil stabilization and sediment/tracking control measures to minimize impacts to the soil surface. Temporary construction entrances/exits are required to be stabilized and may include gravel, rumble plates, and/or FODS. Erosion control blankets, temporary mulch, soil binders, tackifier, fiber, seed, straw, temporary covers, rigid plastic, gravel bag barriers, sediment filter bags, temporary check dams, drainage inlet protection, fiber rolls and/or silt fences may be required down slope and on temporary construction roads and entrances until permanent soil stabilization is established. Consult with manufacturer specifications regarding maintenance frequency of sediment controls. All controls must be maintained to ensure proper functionality. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.

20. STOCKPILES: All stockpiled materials must be stored at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. All stockpiles must be covered and protected with a temporary perimeter sediment barrier if inactive or prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. A stockpile is considered inactive after fourteen (14) days without addition or subtraction. Additionally, cold mix stockpiles must be stored on an impermeable surface and covered with nine (9) mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications for construction. Demolished material must not be allowed to enter storm drain systems and receiving waters. Use authorized covers and platforms to collect debris. Use attachments on equipment to catch debris during all demolition activities. Empty debris-catching devices daily and handle debris in accordance with Section 13-4.03D Waste Management for Water Pollution Control of the Caltrans' Standard Specifications for construction.

21. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material. Additionally, the State Representative must be notified if abandoned, underground tanks, pipes, or buried debris are encountered.

22. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. Place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. The Permittee must comply with local health agency regulations if using an on-site disposal system.

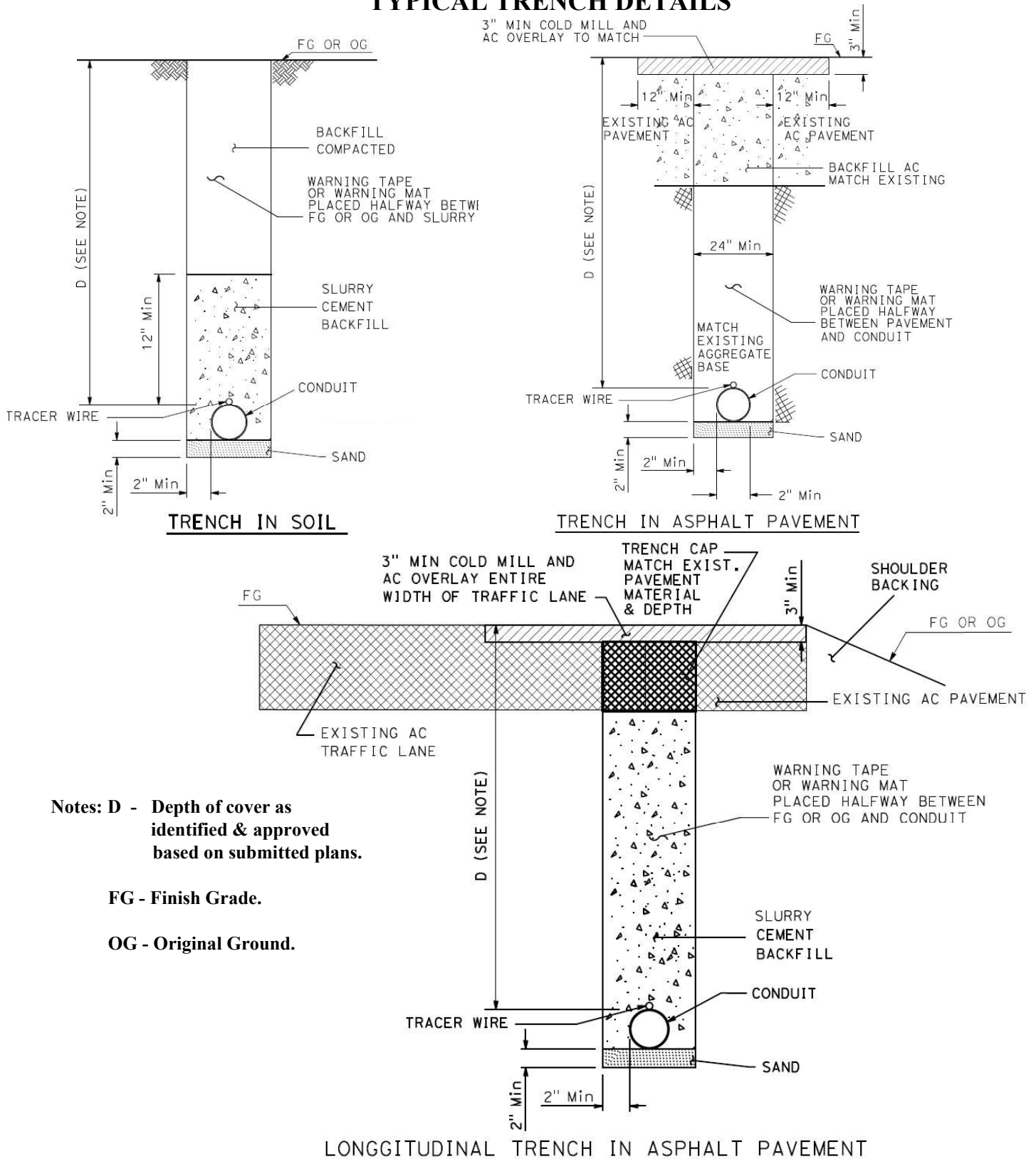
23. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free wastewater or rinse water, dredging, and wash water or rinse water running off a surface or other non-storm water liquids not covered under separate wastewater permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least fifty (50) feet away from moving vehicles, equipment, concentrated flows of storm water, drainage courses, and storm drain inlets. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D(5) Liquid Waste for Water Pollution Control of the Caltrans' Standard Specifications for construction.

24. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and discharge of pollutants into storm drain systems and receiving waters. Direct all runoff into areas where it can infiltrate.

25. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use. In the event of oil/grease leaks and spills from pile driving activities, immediately contain and dispose of all contaminated materials.

26. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact the State Representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with Section 13-4.03G Dewatering for Water Pollution Control of the Caltrans' Standard Specifications for construction. Work plan also references guidelines and BMPs in the CGP and the Field Manual for Construction Site Dewatering. A 24-hour email notification of dewatering discharge to the Regional Water Board, including the implemented SWPPP and BMPs, is required by Attachment J of the CGP.

TYPICAL TRENCH DETAILS



Notes: D - Depth of cover as identified & approved based on submitted plans.

FG - Finish Grade.

OG - Original Ground.

- All work must be authorized by the encroachment permit, and/or as directed by the State's representative.
(Notes continue on page 2)

ENCROACHMENT PERMIT TRENCH DETAIL

- Must include tracer wire or other continuous measure to provide positive subsurface detection for the life of the facility (Project Development Procedures Manual (PDPM) Chapter 17).
- Open trench installation of underground utility facilities must include warning tape or warning mats complying with the American Public Works Association (APWA) Uniform Color Code for identifying the type of underground utility. Where mechanical protection is installed, warning tape must be placed above the mechanical protection and below the roadbed subgrade as shown on the details. (PDPM Chapter 17).
- Clearance between the trench wall and conduit of less than 6 inches in width shall be a minimum of 2 inches. Clearance between the trench wall and conduit of greater than 6 inches in width shall be a minimum of 6 inches.
- When the trench width is less than 24 inches the backfill for subgrade must consist of slurry cement. Controlled Low-Strength Material (CLSM) can be substituted at the discretion of the State's representative.
- When trench width is greater than 24 inches compacted aggregate base may be used for backfilling.
- Structure backfill and compaction must conform to Section 19-3.02C and 3.03 of the Standard Specifications.
- For trench located under unimproved surface, structure backfill can use the original soil. Soil must be compacted by mechanical means. Ponding, jetting or flooding are not allowed. Slurry cement backfill is not optional unless approved by the Caltrans District.
- Slurry cement backfill must conform to Section 19-3.02E of the Standard Specifications.
- Aggregate base and its compaction shall conform to Section 26 of the Standard Specifications.
- CLSM if used must conform to Section 19-3.02G of the Standard Specifications. When CLSM is utilized the mix design and test results must be submitted to the State's representative. See Appendix H of the Encroachment Permits Manual for additional information.
- Cold planed surface and overlay shall be to the nearest lane line for the entire length of the trench/disturbed areas, and/or as directed by the State's representative.
- When Hot mix asphalt (HMA) is used to backfill Asphalt Concrete (AC) Section of the road, HMA must conform to Section 39 of the Standard Specifications.
- A paving notch ("T" Cut) shall be cold planed in exist asphalt concrete to a minimum width of 12 inches beyond each side of the trench and to a depth of 3 inches for the final layer of HMA.
- AC used to replace pavement section shall match existing pavement depth, unless directed otherwise by the State's representative.
- A tack coat of asphaltic emulsion conforming to Section 39-2.01C (3) (f) shall be applied.
- When the trench is within 4 feet of curb and gutter, additional cold planning may be required at the discretion of the State's representative. Potholes or trenches separated / adjoined by 10 feet or less to be overlaid together at the discretion of the State's representative.
- Pavement markings and/or striping removed or damaged during construction must be replaced in kind as directed by the State's representative.
- Other trench related details are shown in Chapter 6 of the Encroachment Permits Manual as well as the Trenching and Shoring Manual. Both publications can be found on the State of California, Department of Transportation's website.
- If trench is located in the roadway where Portland Cement Concrete (PCC) exist, remove the concrete to a depth of at least 3 feet below finished grade as per standard Specification 15-1.03B. Replace entire concrete slab from joint to joint as directed by State's representative.
- Electrical systems installations that are part of State Highway System must be installed in compliance with Caltrans Standard Specifications, Section 87.

Appendix D

District Boundaries

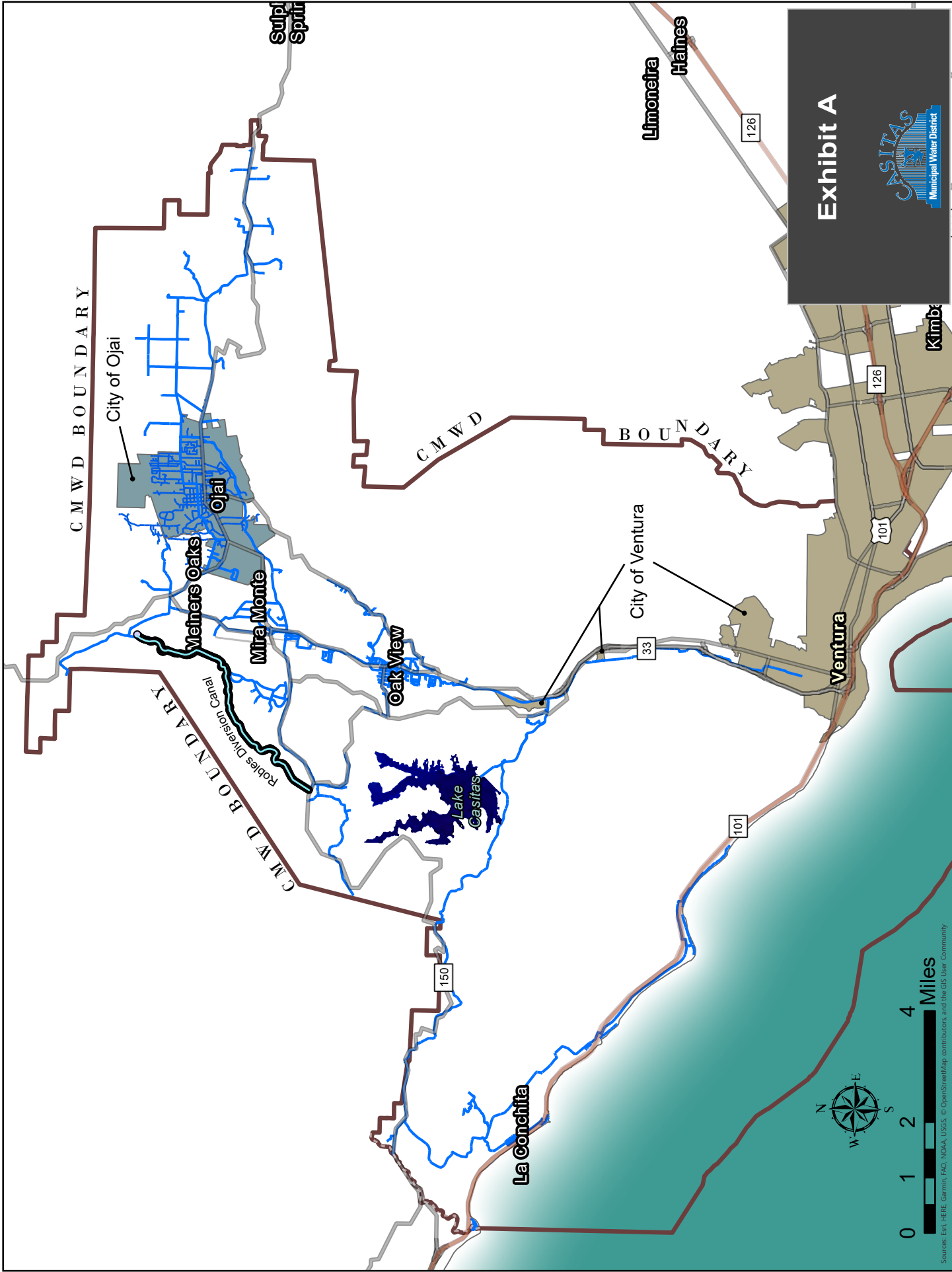


Exhibit A



Appendix E

Sample Paving List



CASITAS MUNICIPAL WATER DISTRICT

PATCHLIST 1

Item #	Address	Nearest Cross Street	Patch List Zone (Exhibit B)	Governing Agency	LATEST PAVEMENT PROJECT	Patch Size	Patch Area (Sq. Feet)	10a/County Required 1-Ft (12") Grinding All Around Patch with	# of Patches	Thickness (Inches)
1	233 BUNDREN ST	W OAK VIEW AVE	OAK VIEW	COUNTY	2009	5FTX15FT 8FTX12FT	103.00	88.00	2	6
2	GRAND AVE (INTERSECTION)	FORDYCE	OJAI	COUNTY	2009	VALVE CAN				
3	RINCON BEACH PARK	PCH	VENTURA	PRIVATE	?	8FTX17FT	136.00	54.00	1	3
4	710 COUNTY CLUB DR.	OJAI AVE	OJAI	CITY	?	2FTX4FT	8.00	16.00	1	3
5	CUYAMA RD (INTERSECTION)	RANCHO DR	OJAI	CITY	?	8FTX13FT 5FTX10FT	154.00	70.00	2	3
6	1125 GOLDEN WEST	ROBIN ST	OJAI	CITY	2015	2FTX4FT 2FTX6FT	20.00	36.00	2	3
7	808 N. MONTGOMERY	GRAND AVE	OJAI	CITY	2019	2FTX3FT	6.00	14.00	1	3
8	FORDYCE	GRAND AVE	OJAI	COUNTY	2009	9FTX13FT	117.00	48.00	1	6
9	417 PARK RD	GRAND AVE	OJAI	CITY	2014	4.5FTX5FT SIDEWALK	22.50		1	4
10	1215 N. PARK	PLEASANT AVE	OJAI	CITY	?	6FTX11FT	66.00	38.00	1	3
								Approximate Tonnage		19.0

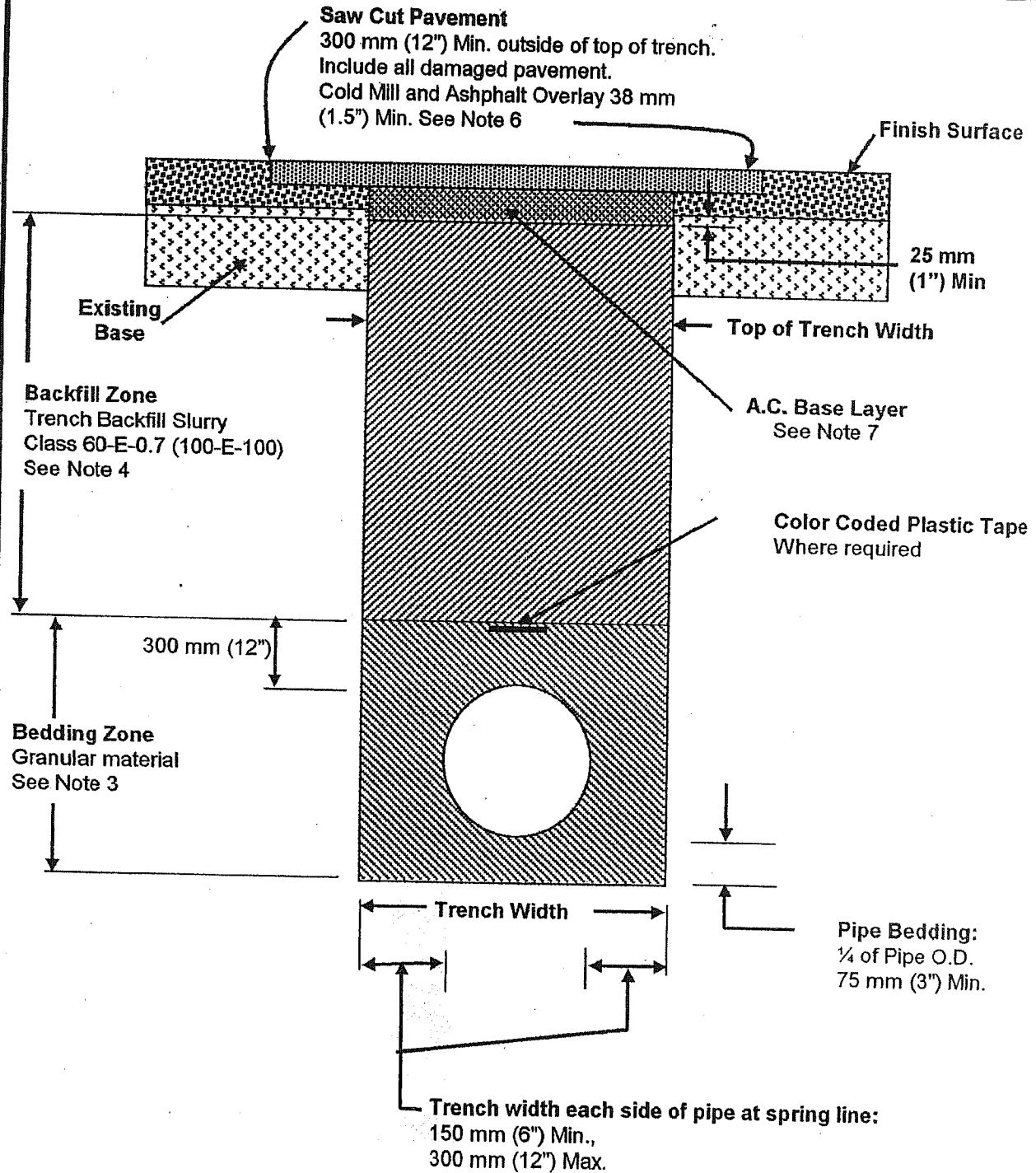
Appendix F

Applicable Standard Plates

Plate E-10 (a) (b) – Trench Bedding and Backfill in Existing Pavement

Plate E-4 (a) – Raising Existing Utility Cover

Casitas Standard Detail SD-103



ADOPTED BY BOARD OF SUPERVISORS: 06/21/05

APPROVED:

Donald C. Looney
DIRECTOR OF PUBLIC WORKS

RECOMMENDED:

Mike T. Pinnig
RCE 50408
EXPIRES 06-30-05

COUNTY OF VENTURA
PUBLIC WORKS AGENCY
ROAD STANDARDS

TRENCH BEDDING AND BACKFILL
IN EXISTING PAVEMENT

NOTES:

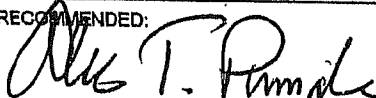
1. Construction shall conform to Standard Land Development Specifications (SLDS) except as noted.
2. Trench width shall be as shown unless otherwise shown on the approved plans.
3. Bedding material shall be granular with 100% passing 19 mm ($\frac{3}{4}$ " sieve, 90 to 100% passing the 9.5 mm ($\frac{3}{8}$ " sieve and not more than 4% passing 75 μ m (No. 200 sieve).
4. Backfill between the bedding zone and subgrade shall be Trench Backfill Slurry Class 60-E-0.7 (100-E-100). The Director of Public Works may approve the substitution of one of the following:
 - a. Controlled Low Strength Material (SLDS 201-6), provided that laboratory control is provided to insure compliance with the specifications.
 - b. Non-cementitious backfill, provided that the backfill is tested and certified to meet the approved specifications for the material by an independent testing laboratory (SLDS 306-1.3). A Quality Control Plan shall be submitted for approval.
5. Compaction shall not use flooding, ponding or jetting unless directed by Soils Engr.
6. A.C. Overlay shall be Class III-C2-AR-4000 or III-C2-AR-8000, 38 mm (1.5") min.
7. AC Base Layer
 - a. Where existing pavement surface is AC the AC Base Layer thickness shall be equal to or greater than the existing AC thickness plus 25 mm (1") with a minimum of 75 mm (3") and a maximum of 200 mm (8"). For roads where Traffic Index is 7.0 or greater (Plates B-2, B-3 & B-7a), the AC Base layer thickness shall be 100 mm (4") min.
 - b. Where existing pavement surface is PCC pavement, saw cut 50 mm (2") into the existing pavement at the outer edge of the trench and break the remaining thickness. Replace the PCC and base to the same depth as the existing pavement. The PCC shall be 330-AS-23 (560-A-3250).

ADOPTED BY BOARD OF SUPERVISORS: 06/21/05

APPROVED:


DIRECTOR OF PUBLIC WORKS

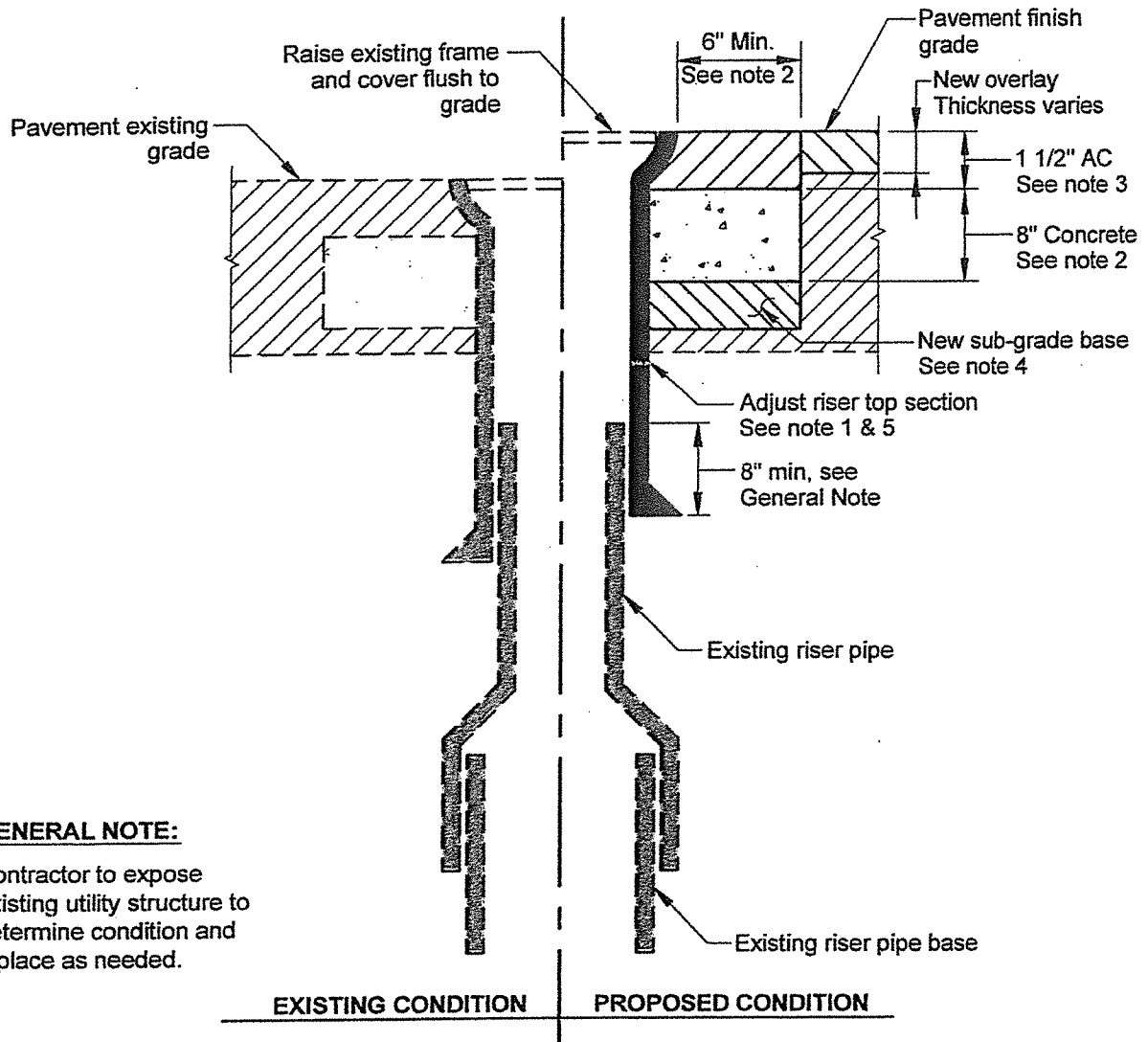
RECOMMENDED:



RCE 50408

EXPIRES 06-30-05

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
ROAD STANDARDS****TRENCH BEDDING AND BACKFILL
IN EXISTING PAVEMENT**

**GENERAL NOTE:**

Contractor to expose existing utility structure to determine condition and replace as needed.

NOTES:

1. All necessary portions of the subgrade base and pavement shall be neatly removed. Utility cover shall be raised and the utility riser top sections set to be backfilled to within 1 1/2 inch of the final grade with portland cement concrete. The remaining 1 1/2 inch shall be backfilled with an asphalt concrete wearing surface mixture to match the project surface course. The material shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding pavement.
2. Install concrete collar around utility structure, concrete shall be Class 560-C-3250 with maximum 3 inch slump.
3. Asphalt concrete shall be C2-PG 64-10, placed in accordance with Section 302-5.8 of the SSPWC.
4. Backfill compaction shall be a minimum of 95% prior to placing concrete collar.
5. Existing utility installations that do not meet standards must be constructed in compliance with current standard.

ADOPTED BY BOARD OF SUPERVISORS:

APPROVED:

ROAD COMMISSIONER

RECOMMENDED:

RCE 79324

COUNTY OF VENTURA
PUBLIC WORKS AGENCY

ROAD STANDARDS

RAISE EXISTING
UTILITY COVER