



City of Bishop, California

Bidding Information

and

Contract Documents

for

**Speed Feedback Signs**

in the

City of Bishop, County of Inyo, California

19 June 2018

Approved:

A handwritten signature in blue ink, appearing to read "David Grah", is written over a faint, illegible stamp.

David Grah  
Director of Public Works

## Notice To Bidders

Sealed proposals will be received at the City of Bishop Public Works office, City Hall, 377 West Line Street, Bishop, California, 93514 until ~~nine~~ **three** o'clock (3:00) in the afternoon on 16 July 2018, for furnishing all labor, materials, tools, implements and machinery to do and complete all work in a manner satisfactory to the City Engineer, for the following project:

### **Speed Feedback Signs**

Together with such other incidental items as are necessary to complete the work in the manner and time prescribed and in strict conformity with the contract documents.

At 3:01 in the afternoon on the above date, said proposals will be publicly opened and read aloud.

All proposals shall be made using the forms furnished by the City and shall be enclosed and sealed in an envelope which is addressed to the City Council, Bishop, California, and is clearly labeled:

### **Bid for Speed Feedback Signs**

Bid books including plans, specifications, bid forms to be used for bidding on this project and other contract documents can be obtained at the City of Bishop City Hall, 377 West Line Street, Bishop, California, 93514, 760-873-8458, and [publicworks@cityofbishop.com](mailto:publicworks@cityofbishop.com). Only bids referencing all addendums issued for the project shall be considered. To receive addendums and other information issued on the project during the advertisement period, provide your contact information to the Bishop Public Works in City Hall at the above addresses and number at least two working days prior to bid opening.

This project is located on Main Street (Highway 395) in and near the City of Bishop. The project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

The estimated range for the construction cost of the project is from \$20,000 to \$30,000.

This project is on state right of way. As a result, contracting preferences do not apply to this project.

Technical questions should be directed to the Director of Public Works, City of Bishop, 377 West Line Street, Bishop, California, 93514, 760-873-8458, [publicworks@cityofbishop.com](mailto:publicworks@cityofbishop.com).

The successful bidder shall furnish all items required in the contract documents.

All proposals shall include prices for all items of work for all construction options contained in the contract documents. The City intends to award the contract to the bidder with the lowest responsive bid the City is able to fund from the allotment available for this project. Responsive bid proposals shall include:

1. Completed Bid Form

2. Bid Bond or other security
3. Completed Non-collusion Declaration form
4. Completed Contractor's Certificate Regarding Worker's Compensation form
5. Completed Proposed Equipment and Material Manufacturers form
6. Completed Proposed Subcontractors form
7. Completed Contractor Licenses form

The City of Bishop hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Bishop and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The City Council of the City of Bishop, California, reserves the right to reject any and all proposals and to waive any formalities in the proposal.

**Bid Form**

Proposal to City of Bishop for the construction of

**Speed Feedback Signs**

**Bidder Information:**

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**To the Bishop City Council:**

Pursuant to and in compliance with your Notice to Bidders inviting sealed proposals (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 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 workman like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, for the prices hereinafter set forth.

The bidder, under penalty of perjury, certifies that, except as noted on an attached page, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; Does not have a proposed debarment pending; and Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years. If there are any exceptions to this certification, insert the exceptions on an attached page.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the contract documents and that he will accept in full payment thereof the unit prices on the following page.

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Item Price</b>
1	1	LS	Mobilization		
2	1	LS	Traffic Control		
3	2	EA	Speed Feedback Sign		
				<b>Total Bid</b>	

**CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot**

In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid for that item, the unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the Total Bid does not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the incorrect Total Bid shall be corrected.

Unit prices for all items, extensions and total amount of bid must be shown. The proposal submitted shall be in effect for 30 days after the opening of bids.

Accompanying this proposal is a deposit in the form of a \_\_\_\_\_ (Insert words "certified check", "cashier's check", "bid bond", "cash", or appropriate description of substitute security, as the case may be) in the amount of \$\_\_\_\_\_ which amount is not less than 10% of the total bid, payable to the CITY OF BISHOP.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows. If bidder is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each party.

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Authorized Bidder Representative:

Name (typed or printed): \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Individual's signature – attach evidence of authority to sign)*

Title: \_\_\_\_\_

**Bid Bond**

(10% of Total Bid Amount)

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop, California

(herein called City) for payment of the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the United  
States. Principal has submitted the accompanying bid for the construction of

**Speed Feedback Signs**

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by his bid, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the contract documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit.

Executed on \_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

(Seal of Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Name and address of Surety's agent for service of  
process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

\_\_\_\_\_ SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

**Non-collusion Declaration**

The undersigned declares:

I am the \_\_\_\_\_  
of \_\_\_\_\_,  
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 his or her 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 he or she has 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

Date \_\_\_\_\_ at

City, State \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**Contractor's Certificate Regarding Worker's Compensation**

Description of Contract: City of Bishop **Speed Feedback Signs**

Labor Code Section 3700 Provides (in part):

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
  
- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

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

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Contractor)

By \_\_\_\_\_  
\_\_\_\_\_ (Official Title)





**Contractor Licenses**

The Contractor's license classifications required for this project are as follows:

Class A – General Engineering Contractor or  
Class C45 – Sign Contractor

These classifications are provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the City's intent that "plans," as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both drawings and specifications.

The contractor hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the Contractor's applicable license numbers:

<u>Contractor's License Number</u>	<u>Expiration Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

I state under penalty of perjury that all information submitted by me and included in this contract is true and correct.

Signature of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

## Agreement

THIS AGREEMENT, made and entered into by and between the

City of Bishop, California

hereinafter referred to as “CITY” and

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a corporation under the laws of the state of \_\_\_\_\_;

hereinafter referred to as “CONTRACTOR”.

CITY and CONTRACTOR agree as follows:

1. SCOPE OF WORK: Contractor shall furnish all materials and shall perform all of the work for the construction of the Speed Feedback Signs in accordance with this agreement and the other contract documents.
2. TIME FOR COMPLETION: The work shall be completed within the times set forth in the contract documents. Time is of the essence and forfeiture due to delay will be assessed as provided for in the contract documents.
3. CONTRACT SUM: CITY will pay CONTRACTOR as described in the Contractor bid and the rest of the contract documents.
4. PAYMENTS: Payment will be made in accordance with the contract documents. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the City Council.
5. COMPLIANCE WITH PUBLIC CONTRACTS LAW: CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.
6. CONTRACT DOCUMENTS: The complete contract includes all of these documents:
  - Notice to Bidders
  - Bid Form
  - Agreement
  - Payment Bond

- Worker’s Compensation Certificate
- Special Provisions
- Other referenced documents

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on \_\_\_\_\_, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated:

\_\_\_\_\_ By \_\_\_\_\_  
City Administrator

Dated:

\_\_\_\_\_ By \_\_\_\_\_  
(Contractor)

Title:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Payment Bond**

(100% of the Agreement Amount)

We, \_\_\_\_\_ as Principal,

and \_\_\_\_\_ as Surety,  
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth  
herein to the

**City of Bishop**

(herein called City) for payment of the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of  
the United States. City has awarded Principal a contract for the construction of

**Speed Feedback Signs**

If Principal or any of his subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court.

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

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City’s reasonable attorney’s fees incurred with or without suit, in addition to above sum.

Executed in two original counterparts on  
20\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

(Seal of Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Name and address of Surety's agent for  
service of process in California, if different  
from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone number of Surety's agent in  
California)

(Attach Acknowledgement)

\_\_\_\_\_ SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

APPROVED:

\_\_\_\_\_  
(Attorney for CITY)

## Special Provisions

### **A. GENERAL PROVISIONS**

#### **1. GENERAL**

Unless otherwise stated, the work embraced herein shall be done in accordance with the 2015 Standard Specifications and the Standard Plans of the State of California, Department of Transportation insofar as the same may apply and in accordance with these Special Provisions. Copies of the Standard Plans and the Standard Specifications may be obtained from the Department of Transportation. In addition the City of Bishop Specifications for Domestic Water and Sanitary Sewer System (1991) shall also apply. Copies may be obtained from the City of Bishop Public Works Department.

When approved by the Engineer, forms, documents, and standards equivalent to those specified may be used.

In the event of conflict between these Special Provisions, the project plans, the City of Bishop Specifications for Domestic Water and Sanitary Sewer System, the Standard Specifications, and the Standard Plans the order of precedent shall be these Special Provisions over the project plans over the technical specifications of the City of Bishop Specifications for Domestic Water and Sanitary Sewer System over the Standard Specifications over the remaining sections of the City of Bishop Specifications for Domestic Water and Sanitary Sewer System over the Standard Plans.

#### **2. GLOSSARY**

All definitions and terms in Section 1-1.07B, Glossary, of the Standard Specifications shall apply, except whenever the following terms are used the intent and meaning shall be as follows.

**Bid Item List:** The bid form corrected for math errors.

**Contract:** Executed agreement between the City and Contractor.

**Contract Documents:** The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the City and Contractor which amend or change the Contract. Referred to as the Bid Book in the Standard Specifications.

**City:** The City of Bishop, State of California.

**Department:** The Community Services Department of the City of Bishop.

**Director:** The Community Services Director of the City of Bishop.

**Department of Transportation:** The Community Services Department of the City of Bishop, except when Department of Transportation publications are cited, such cites are to remain as written and refer to the State of California, Department of Transportation, also known as Caltrans.

**Engineer:** The Community Services Director of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Laboratory:** The Laboratory of the Community Services Department or other laboratories authorized by the Community Services Department of the City of Bishop to test materials and work involved in the Contract.

**Office Engineer:** The Community Services Director of the City of Bishop.

**Owner:** The City.

**State or State of California:** The City except when State publications or standards are cited, such cites are to remain as written and refer to the State of California.

### **3. CHANGES TO STANDARD SPECIFICATIONS**

The following sections are deleted from the Standard Specifications:

2-1.02, Bid Ineligibility

2-1.06, Bid Documents

2-1.18, Small Business and Non-Small Business Subcontractor Preferences

2-1.27, California Companies

2-1.33D, Opt Out of Payment Adjustments for Price Index Fluctuations

3-1.08, Small Business Participation Report

3-1.11, Payee Data Record,

Delete the numbered list in Section 3-1.18, Contract Execution

Deleted the second and third paragraphs of Section 2-1.33A, Bid Document Completion - General.

Modify Section 5-1.23, Submittals, to identify each sheet by the project name.

Delete the column "Umbrella or excess liability" from Liability Limits table of Section 7-1.06D(2), Liability Limits / Additional Insureds.

### **4. PROPOSAL REQUIREMENTS**

The bidder's attention is directed to the provisions in Section 2, Bidding, of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation and the submission of the bid. Subcontracting Request forms are not required but each proposal shall list the portion of work that will be done by each subcontractor. A sheet for listing the subcontractors is included in the Proposal.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

### **5. BONDS**

The Contractor, simultaneously with the execution of the contract, shall furnish a payment bond in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedures. Bonds shall be furnished by surety companies satisfactory to the City on the forms furnished as part of the contract documents. Surety companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

## **6. SCOPE OF WORK**

The scope of the work shall consist of the work described in the contract documents for the **Speed Feedback Signs** project and as provided in the improvement plans.

## **7. PRE-CONSTRUCTION CONFERENCE**

Prior to issuance to the Notice to Proceed, the City will hold a pre-construction conference for the purpose of discussing essential matters pertaining to the pursuit of the satisfactory completion of the project. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

## **8. CONSTRUCTION STAKES**

Construction staking shall consist of marks offset to sign locations.

## **9. SUBMITTALS**

In addition to submittals required in the Standard Specifications and elsewhere in these Special Provisions, the Contractor shall submit the following information to the City 7 working days prior to beginning of work for review and approval.

- a) A schedule of work conforming to Section 8-1.02B, Level 1 Critical Path Model Schedule, of the Standard Specifications
- b) A health and safety plan
- c) A traffic control plan
- d) Calculations verifying power consumption and solar panel sizing.

Each submittal shall include a cover sheet clearly describing the purpose of the submittal and containing a statement that the contractor each page of submittals shall include a statement the contractor has examined and verified all field dimensions and measurements, field construction criteria, materials, and similar data, and they meet the requirements for the project. Submittals shall provide sufficient information to determine that the item is in compliance with the requirements.

## **10. PERMITS AND LICENSES**

The following permits and licenses are known to be required for the work:

- a) Caltrans Encroachment Permit issued to contractor (in addition to Caltrans Encroachment Permit issued to city) and
- b) City of Bishop Business License and
- c) California Contractors License Classification A or California Contractors License Classification C45.

## **11. TIME OF COMPLETION**

The Contractor shall have 20 working days to complete the work.

## **12. LIQUIDATED DAMAGES**

Liquidated damages shall be \$500 per day.

### **13. MEASUREMENT AND PAYMENT**

All work will be measured and paid for as shown on the bid form and the contract documents.

Item quantities shall be measured by planned, actual, or lump sum in accordance with these special provisions. Item quantities to be measured for payment by planned quantities shall be based on theoretical or calculated quantities of completed work based on the plans. Item quantities to be measured for payment by actual quantities shall be determined by measurement of completed work.

The price paid for bid items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing those items of work complete in place in accordance with the contract documents.

When the contract does not include a contract pay item for work required by the contract, full compensation for that work is included in the prices paid for the contract pay items included in the contract.

The Contractor with assistance from the City shall, on or before the tenth day of each calendar month after construction work is started, cause an estimate in writing to be made of the value of the work completed.

A request for payment shall be submitted by the Contractor each month and upon completion of all work for approval and payment by the City.

The City shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this section to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

**14. RESOLUTION OF CLAIMS**

All public works claims between the Contractor and City relating to this contract where the total claims of both parties are equal or less than \$375,000 shall be resolved in accordance with Public Contract Sections 20104 et seq., which are incorporated herein by reference. There shall be no claims for labor compliance issues.

**15. TRAFFIC CONTROL**

The contractor's traffic control plan shall include, but not be limited to, the following:

- Construction signing including sidewalk closures
- Types and location of traffic control devices

All work on Caltrans right of way, including traffic control shall be in accordance with the attached State of California Department of Transportation Encroachment Permit 0918-NSI-0139.

The plan shall conform to the California Manual of Uniform Traffic Control Devices.

Designated holidays shall be:

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

Closure restrictions for designated holidays and special days are shown in the following table:

Lane Closure Restrictions For Designated Holidays And Special Days										
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
x	<b>H</b> XX	XX	XX							
	<b>SD</b> XX									
x	XX	<b>H</b> XX	XX							
		<b>SD</b> XX								
	x	XX	<b>H</b> XX	XX						
			<b>SD</b> XX							
	x	XX	XX	<b>H</b> XX						
	x	XX	XX	<b>SD</b> XX						
				x	<b>H</b> XX					
				x	<b>SD</b> XX					
					x	<b>H</b> XX				
						<b>SD</b> XX				
						x	<b>H</b> XX	XX	XX	XX
							<b>SD</b> XX			
Legend:										
	Refer to lane requirement chart.									
x	The full width of the traveled way must be open for use by traffic after 3:00 pm.									
XX	The full width of the traveled way must be open for use by traffic.									
<b>H</b>	Designated holiday									
<b>SD</b>	Special day									

Comply with the requirements for the conventional highway lane closures shown in the following table:

**Chart K1  
Lane Requirements**

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	1	1	1	1	1	1															1	1	1	1	1
Fri	1	1	1	1	1	1											N	N	N	N	N	N	N	N	N
Sat	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Sun	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	1	1	1	1	1

Legend:

1	Provide at least 1 through traffic lane open in the direction of travel.
N	No work is allowed.
	Work is allowed within the highway where a shoulder or lane closure is not required.

Only one work area, on one side of the street, is allowed at any time. Maximum length of a work area is 1000 feet. All work must be completed in a work area before beginning work on a different area.

The City Engineer will review the submittal and provide written comments on the proposed plan. Upon resolution of issues the Engineer shall accept the plan in writing.

Acceptance by the Engineer of a traffic control plan shall in no way relieve the Contractor of his responsibility for safety. Acceptance of the traffic control plan by the City Engineer indicates that the plan generally appears to conform to the contract requirements. Such acceptance shall in no way be construed as confirmation of the technical accuracy or adequacy of the contents of the plan and shall not relieve the Contractor of the obligation to institute traffic control measures in full compliance with contract requirements, and which function safely and correctly, and are in conformance with applicable statutes, ordinances, and regulations.

**16. GENERAL SAFETY**

Contractor shall transmit to the City copies of reports and other documents related to accidents and injuries encountered during this work. Where there is conflict between applicable safety orders, laws and regulations and policies, the more stringent measures shall apply.

**17. CHEMICALS**

The Contractor shall provide two copies of Material Safety Data Sheets to the City for all chemicals used during this project at least three days prior to bringing them on site. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

If the Contractor encounters hazardous substances during this work, he shall immediately notify the City and the County Environmental Services Office. Hazardous substances shall

be disposed of in accordance with the requirements of Inyo County Department of Environmental Health.

## **B. BID ITEMS**

### **1. Mobilization**

Mobilization shall be measured lump sum.

### **2. Traffic Control**

Traffic control shall be measured lump sum and paid based on percentage of contract time expired.

### **3. Vehicle Speed Feedback Signs**

#### General:

- Sign Location 1 shall be facing southbound traffic and located at same lateral position and 5 feet south of existing sign.
- Sign Location 2 shall be facing northbound traffic and located at same lateral position and 90 feet south of existing sign.
- Vehicle Speed Feedback Sign shall include removal of existing signs.
- Existing signs shall not be removed until installation of Vehicle Speed Feedback Signs and testing is complete.
- Sign and sign panel installation, including bracing, hardware, embedment, and other details shall conform to the Standard Plans.
- Special sign panel shall conform to general details for black and white regulatory signs and include the words "YOUR SPEED" in capital letters 6 inches high.
- Vehicle Speed Feedback Signs shall be measured actual.
- Retroreflective sheeting shall be Type IX.
- External wiring shall be in conduit in compliance with NFPA 70.

#### Solar power source:

- The Vehicle Speed Feedback Signs shall be solar powered.
- The solar power source shall include solar panels and batteries.
- The solar power source shall be adequate for 24 hour per day, 365 days per year uninterrupted operation of the vehicle speed feedback signs.
- The solar panel or panels must be able to tilt and adjustable to optimize performance and be located at the top of the post.
- Batteries shall be sealed, fixed electrolyte, deep cycle solar type and may be placed inside the enclosure with the radar and display or in a separate enclosure mounted on the back of the post.
- The battery capacity shall be sufficient to allow at least 3 days normal vehicle speed feedback sign operation without charge current. There shall be a state-of-charge indicator for the batteries.

- Calculations verifying power consumption and solar panel sizing shall be submitted to the engineer for approval.
- A charge controller shall protect against battery damage due to overcharging and shall include a low voltage disconnect.
- All external hardware shall be tamper and theft resistant.

Display, enclosure, and radar:

- The display, enclosure, and radar shall be of commercial quality. The display, enclosure, and radar shall only display the radar speed message.
- The display, enclosure, and radar shall be positioned on the post to optimize radar sensing and viewing angle.
- The enclosures shall be weatherproof, corrosion resistant, and have a white finish.
- The face of the display enclosure shall be transparent, glare resistant, shatterproof, graffiti resistant plastic for viewing the display.
- Access to the enclosure doors shall have key locks or tamper resistant hardware.
- All of the equipment inside the enclosures must be easily accessible and removable for service and calibration.
- The enclosures shall be mounted securely to the post.
- There shall be a main power switch that controls the radar and display.
- There shall be overcurrent protection for all of the electrical equipment.
- The display shall consist of a 2 character amber LED (Light Emitting Diode) matrix that is visible and legible from approximately 804 feet.
- The character height shall be between 17 inches and 19 inches.
- The display shall be blank when there is no approaching vehicles within the range of the radar.
- There shall be an automatic dimming feature so the LED matrix is not blinding, nor distracting to drivers during hours of darkness.
- The alarm threshold shall be adjustable in miles per hour. The alarm shall have an override switch which will defeat this function.
- The range of speeds displayed by each sign shall be from 5 mph below the posted speed to 30 mph over the posted speed. The displays shall not flash as an over-speed alarm.
- If software is necessary to change the configuration of the display it shall be included at no additional cost and be Microsoft Windows compatible.
- The LEDs shall utilize Aluminum Indium Gallium Phosphate (AlInGap) technology and shall be the amber ultra bright type or equivalent rated for 100,000 hours of continuous operation from -40°F to +165°F.

- The individual LEDs shall be wired such that physical damage or the failure of one LED will result in the loss of not more than 5 percent of the LED module light output.
- LED modules shall be rated for a minimum useful life of 48 months.
- LED modules and associated on board circuitry shall meet Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise.
- The radar shall be K band or Ka.
- The radar shall be mounted inside the enclosure, shall be adjustable, and shall be capable of being aimed at different targets.
- The radar shall detect traffic approaching the radar, and ignore all traffic moving away and shall not black/blank out the display at any time when approaching traffic is present.
- The beam width shall be approximately 12 degrees.
- The detection range shall be at least 1000 ft. for ordinary passenger vehicles.
- The accuracy shall be within +/- 1 miles per hour at approach speeds between 20 and 65 miles per hour.
- The radar unit shall be capable of being calibrated. A calibration kit and instructions shall be included.
- The vehicle speed feedback signs shall have data acquisition capabilities.
- The vehicle speed feedback signs shall record the speed, date, and time for all approaching vehicles that pass by.
- The data shall be downloadable via connection to a laptop or usb flash drive.
- The data shall be compatible to be used with Microsoft Excel.
- The electrical equipment shall be capable of operating normally within an ambient temperature range of -5 degrees Fahrenheit to 122 degrees Fahrenheit.
- Manuals for service, maintenance and calibration shall be provided for all electrical equipment.
- All external hardware shall be theft resistant.
- Vehicle speed feedback signs shall be Fortel VCalm or equivalent meeting these specifications.

## Notice To Bidders

Sealed proposals will be received at the City of Bishop Public Works office, City Hall, 377 West Line Street, Bishop, California, 93514 until nine o'clock (3:00) in the afternoon on 16 July 2018, for furnishing all labor, materials, tools, implements and machinery to do and complete all work in a manner satisfactory to the City Engineer, for the following project:

### **Speed Feedback Signs**

Together with such other incidental items as are necessary to complete the work in the manner and time prescribed and in strict conformity with the contract documents.

At 3:01 in the afternoon on the above date, said proposals will be publicly opened and read aloud.

All proposals shall be made using the forms furnished by the City and shall be enclosed and sealed in an envelope which is addressed to the City Council, Bishop, California, and is clearly labeled:

### **Bid for Speed Feedback Signs**

Bid books including plans, specifications, bid forms to be used for bidding on this project and other contract documents can be obtained at the City of Bishop City Hall, 377 West Line Street, Bishop, California, 93514, 760-873-8458, and [publicworks@cityofbishop.com](mailto:publicworks@cityofbishop.com). Only bids referencing all addendums issued for the project shall be considered. To receive addendums and other information issued on the project during the advertisement period, provide your contact information to the Bishop Public Works in City Hall at the above addresses and number at least two working days prior to bid opening.

This project is located on Main Street (Highway 395) in and near the City of Bishop. The project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

The estimated range for the construction cost of the project is from \$20,000 to \$30,000.

This project is on state right of way. As a result, contracting preferences do not apply to this project.

Technical questions should be directed to the Director of Public Works, City of Bishop, 377 West Line Street, Bishop, California, 93514, 760-873-8458, [publicworks@cityofbishop.com](mailto:publicworks@cityofbishop.com).

The successful bidder shall furnish all items required in the contract documents.

All proposals shall include prices for all items of work for all construction options contained in the contract documents. The City intends to award the contract to the bidder with the lowest responsive bid the City is able to fund from the allotment available for this project. Responsive bid proposals shall include:

1. Completed Bid Form

2. Bid Bond or other security
3. Completed Non-collusion Declaration form
4. Completed Contractor's Certificate Regarding Worker's Compensation form
5. Completed Proposed Equipment and Material Manufacturers form
6. Completed Proposed Subcontractors form
7. Completed Contractor Licenses form

The City of Bishop hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Bishop and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The City Council of the City of Bishop, California, reserves the right to reject any and all proposals and to waive any formalities in the proposal.

**Bid Form**

Proposal to City of Bishop for the construction of

**Speed Feedback Signs**

**Bidder Information:**

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**To the Bishop City Council:**

Pursuant to and in compliance with your Notice to Bidders inviting sealed proposals (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 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 workman like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, for the prices hereinafter set forth.

The bidder, under penalty of perjury, certifies that, except as noted on an attached page, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; Does not have a proposed debarment pending; and Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years. If there are any exceptions to this certification, insert the exceptions on an attached page.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the contract documents and that he will accept in full payment thereof the unit prices on the following page.

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Item Price</b>
1	1	LS	Mobilization		
2	1	LS	Traffic Control		
3	2	EA	Speed Feedback Sign		
				<b>Total Bid</b>	

**CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot**

In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid for that item, the unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the Total Bid does not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the incorrect Total Bid shall be corrected.

Unit prices for all items, extensions and total amount of bid must be shown. The proposal submitted shall be in effect for 30 days after the opening of bids.

Accompanying this proposal is a deposit in the form of a \_\_\_\_\_ (Insert words "certified check", "cashier's check", "bid bond", "cash", or appropriate description of substitute security, as the case may be) in the amount of \$\_\_\_\_\_ which amount is not less than 10% of the total bid, payable to the CITY OF BISHOP.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows. If bidder is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each party.

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Authorized Bidder Representative:

Name (typed or printed): \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Individual's signature – attach evidence of authority to sign)*

Title: \_\_\_\_\_

**Bid Bond**

(10% of Total Bid Amount)

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop, California

(herein called City) for payment of the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the United  
States. Principal has submitted the accompanying bid for the construction of

**Speed Feedback Signs**

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by his bid, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the contract documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit.

Executed on \_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

(Seal of Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Name and address of Surety's agent for service of  
process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

\_\_\_\_\_ SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

**Non-collusion Declaration**

The undersigned declares:

I am the \_\_\_\_\_  
of \_\_\_\_\_,  
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 his or her 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 he or she has 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

Date \_\_\_\_\_ at

City, State \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**Contractor's Certificate Regarding Worker's Compensation**

Description of Contract: City of Bishop **Speed Feedback Signs**

Labor Code Section 3700 Provides (in part):

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
  
- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

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

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Contractor)

By \_\_\_\_\_  
\_\_\_\_\_ (Official Title)





**Contractor Licenses**

The Contractor’s license classifications required for this project are as follows:

Class A – General Engineering Contractor or  
Class C45 – Sign Contractor

These classifications are provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the City’s intent that “plans,” as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both drawings and specifications.

The contractor hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the Contractor’s applicable license numbers:

<u>Contractor’s License Number</u>	<u>Expiration Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

I state under penalty of perjury that all information submitted by me and included in this contract is true and correct.

Signature of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

## Agreement

THIS AGREEMENT, made and entered into by and between the

City of Bishop, California

hereinafter referred to as “CITY” and

---

a corporation under the laws of the state of \_\_\_\_\_;

hereinafter referred to as “CONTRACTOR”.

CITY and CONTRACTOR agree as follows:

1. SCOPE OF WORK: Contractor shall furnish all materials and shall perform all of the work for the construction of the Speed Feedback Signs in accordance with this agreement and the other contract documents.
2. TIME FOR COMPLETION: The work shall be completed within the times set forth in the contract documents. Time is of the essence and forfeiture due to delay will be assessed as provided for in the contract documents.
3. CONTRACT SUM: CITY will pay CONTRACTOR as described in the Contractor bid and the rest of the contract documents.
4. PAYMENTS: Payment will be made in accordance with the contract documents. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the City Council.
5. COMPLIANCE WITH PUBLIC CONTRACTS LAW: CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.
6. CONTRACT DOCUMENTS: The complete contract includes all of these documents:
  - Notice to Bidders
  - Bid Form
  - Agreement
  - Payment Bond

- Worker’s Compensation Certificate
- Special Provisions
- Other referenced documents

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on \_\_\_\_\_, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated:

\_\_\_\_\_ By \_\_\_\_\_  
City Administrator

Dated:

\_\_\_\_\_ By \_\_\_\_\_  
(Contractor)

Title:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Payment Bond**

(100% of the Agreement Amount)

We, \_\_\_\_\_ as Principal,

and \_\_\_\_\_ as Surety,  
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth  
herein to the

**City of Bishop**

(herein called City) for payment of the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of  
the United States. City has awarded Principal a contract for the construction of

**Speed Feedback Signs**

If Principal or any of his subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

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

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit, in addition to above sum.

Executed in two original counterparts on  
20\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

(Seal of Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Name and address of Surety's agent for  
service of process in California, if different  
from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone number of Surety's agent in  
California)

(Attach Acknowledgement)

\_\_\_\_\_ SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

APPROVED:

\_\_\_\_\_  
(Attorney for CITY)

## Special Provisions

### **A. GENERAL PROVISIONS**

#### **1. GENERAL**

Unless otherwise stated, the work embraced herein shall be done in accordance with the 2015 Standard Specifications and the Standard Plans of the State of California, Department of Transportation insofar as the same may apply and in accordance with these Special Provisions. Copies of the Standard Plans and the Standard Specifications may be obtained from the Department of Transportation. In addition the City of Bishop Specifications for Domestic Water and Sanitary Sewer System (1991) shall also apply. Copies may be obtained from the City of Bishop Public Works Department.

When approved by the Engineer, forms, documents, and standards equivalent to those specified may be used.

In the event of conflict between these Special Provisions, the project plans, the City of Bishop Specifications for Domestic Water and Sanitary Sewer System, the Standard Specifications, and the Standard Plans the order of precedent shall be these Special Provisions over the project plans over the technical specifications of the City of Bishop Specifications for Domestic Water and Sanitary Sewer System over the Standard Specifications over the remaining sections of the City of Bishop Specifications for Domestic Water and Sanitary Sewer System over the Standard Plans.

#### **2. GLOSSARY**

All definitions and terms in Section 1-1.07B, Glossary, of the Standard Specifications shall apply, except whenever the following terms are used the intent and meaning shall be as follows.

**Bid Item List:** The bid form corrected for math errors.

**Contract:** Executed agreement between the City and Contractor.

**Contract Documents:** The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the City and Contractor which amend or change the Contract. Referred to as the Bid Book in the Standard Specifications.

**City:** The City of Bishop, State of California.

**Department:** The Community Services Department of the City of Bishop.

**Director:** The Community Services Director of the City of Bishop.

**Department of Transportation:** The Community Services Department of the City of Bishop, except when Department of Transportation publications are cited, such cites are to remain as written and refer to the State of California, Department of Transportation, also known as Caltrans.

**Engineer:** The Community Services Director of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Laboratory:** The Laboratory of the Community Services Department or other laboratories authorized by the Community Services Department of the City of Bishop to test materials and work involved in the Contract.

**Office Engineer:** The Community Services Director of the City of Bishop.

**Owner:** The City.

**State or State of California:** The City except when State publications or standards are cited, such cites are to remain as written and refer to the State of California.

### **3. CHANGES TO STANDARD SPECIFICATIONS**

The following sections are deleted from the Standard Specifications:

2-1.02, Bid Ineligibility

2-1.06, Bid Documents

2-1.18, Small Business and Non-Small Business Subcontractor Preferences

2-1.27, California Companies

2-1.33D, Opt Out of Payment Adjustments for Price Index Fluctuations

3-1.08, Small Business Participation Report

3-1.11, Payee Data Record,

Delete the numbered list in Section 3-1.18, Contract Execution

Deleted the second and third paragraphs of Section 2-1.33A, Bid Document Completion - General.

Modify Section 5-1.23, Submittals, to identify each sheet by the project name.

Delete the column "Umbrella or excess liability" from Liability Limits table of Section 7-1.06D(2), Liability Limits / Additional Insureds.

### **4. PROPOSAL REQUIREMENTS**

The bidder's attention is directed to the provisions in Section 2, Bidding, of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation and the submission of the bid. Subcontracting Request forms are not required but each proposal shall list the portion of work that will be done by each subcontractor. A sheet for listing the subcontractors is included in the Proposal.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

### **5. BONDS**

The Contractor, simultaneously with the execution of the contract, shall furnish a payment bond in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedures. Bonds shall be furnished by surety companies satisfactory to the City on the forms furnished as part of the contract documents. Surety companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

## **6. SCOPE OF WORK**

The scope of the work shall consist of the work described in the contract documents for the **Speed Feedback Signs** project and as provided in the improvement plans.

## **7. PRE-CONSTRUCTION CONFERENCE**

Prior to issuance to the Notice to Proceed, the City will hold a pre-construction conference for the purpose of discussing essential matters pertaining to the pursuit of the satisfactory completion of the project. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

## **8. CONSTRUCTION STAKES**

Construction staking shall consist of marks offset to sign locations.

## **9. SUBMITTALS**

In addition to submittals required in the Standard Specifications and elsewhere in these Special Provisions, the Contractor shall submit the following information to the City 7 working days prior to beginning of work for review and approval.

- a) A schedule of work conforming to Section 8-1.02B, Level 1 Critical Path Model Schedule, of the Standard Specifications
- b) A health and safety plan
- c) A traffic control plan
- d) Calculations verifying power consumption and solar panel sizing.

Each submittal shall include a cover sheet clearly describing the purpose of the submittal and containing a statement that the contractor each page of submittals shall include a statement the contractor has examined and verified all field dimensions and measurements, field construction criteria, materials, and similar data, and they meet the requirements for the project. Submittals shall provide sufficient information to determine that the item is in compliance with the requirements.

## **10. PERMITS AND LICENSES**

The following permits and licenses are known to be required for the work:

- a) Caltrans Encroachment Permit issued to contractor (in addition to Caltrans Encroachment Permit issued to city) and
- b) City of Bishop Business License and
- c) California Contractors License Classification A or California Contractors License Classification C45.

## **11. TIME OF COMPLETION**

The Contractor shall have 20 working days to complete the work.

## **12. LIQUIDATED DAMAGES**

Liquidated damages shall be \$500 per day.

### **13. MEASUREMENT AND PAYMENT**

All work will be measured and paid for as shown on the bid form and the contract documents.

Item quantities shall be measured by planned, actual, or lump sum in accordance with these special provisions. Item quantities to be measured for payment by planned quantities shall be based on theoretical or calculated quantities of completed work based on the plans. Item quantities to be measured for payment by actual quantities shall be determined by measurement of completed work.

The price paid for bid items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing those items of work complete in place in accordance with the contract documents.

When the contract does not include a contract pay item for work required by the contract, full compensation for that work is included in the prices paid for the contract pay items included in the contract.

The Contractor with assistance from the City shall, on or before the tenth day of each calendar month after construction work is started, cause an estimate in writing to be made of the value of the work completed.

A request for payment shall be submitted by the Contractor each month and upon completion of all work for approval and payment by the City.

The City shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this section to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

**14. RESOLUTION OF CLAIMS**

All public works claims between the Contractor and City relating to this contract where the total claims of both parties are equal or less than \$375,000 shall be resolved in accordance with Public Contract Sections 20104 et seq., which are incorporated herein by reference. There shall be no claims for labor compliance issues.

**15. TRAFFIC CONTROL**

The contractor's traffic control plan shall include, but not be limited to, the following:

- Construction signing including sidewalk closures
- Types and location of traffic control devices

All work on Caltrans right of way, including traffic control shall be in accordance with the attached State of California Department of Transportation Encroachment Permit 0918-NSI-0139.

The plan shall conform to the California Manual of Uniform Traffic Control Devices.

Designated holidays shall be:

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

Closure restrictions for designated holidays and special days are shown in the following table:

Lane Closure Restrictions For Designated Holidays And Special Days										
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
x	<b>H</b> XX	XX	XX							
	<b>SD</b> XX									
x	XX	<b>H</b> XX	XX							
		<b>SD</b> XX								
	x	XX	<b>H</b> XX	XX						
			<b>SD</b> XX							
	x	XX	XX	<b>H</b> XX						
	x	XX	XX	<b>SD</b> XX						
				x	<b>H</b> XX					
				x	<b>SD</b> XX					
					x	<b>H</b> XX				
						<b>SD</b> XX				
						x	<b>H</b> XX	XX	XX	XX
							<b>SD</b> XX			
Legend:										
	Refer to lane requirement chart.									
x	The full width of the traveled way must be open for use by traffic after 3:00 pm.									
XX	The full width of the traveled way must be open for use by traffic.									
<b>H</b>	Designated holiday									
<b>SD</b>	Special day									

Comply with the requirements for the conventional highway lane closures shown in the following table:

**Chart K1  
Lane Requirements**

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	1	1	1	1	1	1															1	1	1	1	1
Fri	1	1	1	1	1	1											N	N	N	N	N	N	N	N	N
Sat	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Sun	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	1	1	1	1	1

Legend:

1	Provide at least 1 through traffic lane open in the direction of travel.
N	No work is allowed.
	Work is allowed within the highway where a shoulder or lane closure is not required.

Only one work area, on one side of the street, is allowed at any time. Maximum length of a work area is 1000 feet. All work must be completed in a work area before beginning work on a different area.

The City Engineer will review the submittal and provide written comments on the proposed plan. Upon resolution of issues the Engineer shall accept the plan in writing.

Acceptance by the Engineer of a traffic control plan shall in no way relieve the Contractor of his responsibility for safety. Acceptance of the traffic control plan by the City Engineer indicates that the plan generally appears to conform to the contract requirements. Such acceptance shall in no way be construed as confirmation of the technical accuracy or adequacy of the contents of the plan and shall not relieve the Contractor of the obligation to institute traffic control measures in full compliance with contract requirements, and which function safely and correctly, and are in conformance with applicable statutes, ordinances, and regulations.

**16. GENERAL SAFETY**

Contractor shall transmit to the City copies of reports and other documents related to accidents and injuries encountered during this work. Where there is conflict between applicable safety orders, laws and regulations and policies, the more stringent measures shall apply.

**17. CHEMICALS**

The Contractor shall provide two copies of Material Safety Data Sheets to the City for all chemicals used during this project at least three days prior to bringing them on site. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

If the Contractor encounters hazardous substances during this work, he shall immediately notify the City and the County Environmental Services Office. Hazardous substances shall

be disposed of in accordance with the requirements of Inyo County Department of Environmental Health.

## **B. BID ITEMS**

### **1. Mobilization**

Mobilization shall be measured lump sum.

### **2. Traffic Control**

Traffic control shall be measured lump sum and paid based on percentage of contract time expired.

### **3. Vehicle Speed Feedback Signs**

#### General:

- Sign Location 1 shall be facing southbound traffic and located at same lateral position and 5 feet south of existing sign.
- Sign Location 2 shall be facing northbound traffic and located at same lateral position and 90 feet south of existing sign.
- Vehicle Speed Feedback Sign shall include removal of existing signs.
- Existing signs shall not be removed until installation of Vehicle Speed Feedback Signs and testing is complete.
- Sign and sign panel installation, including bracing, hardware, embedment, and other details shall conform to the Standard Plans.
- Special sign panel shall conform to general details for black and white regulatory signs and include the words "YOUR SPEED" in capital letters 6 inches high.
- Vehicle Speed Feedback Signs shall be measured actual.
- Retroreflective sheeting shall be Type IX.
- External wiring shall be in conduit in compliance with NFPA 70.

#### Solar power source:

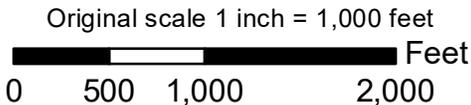
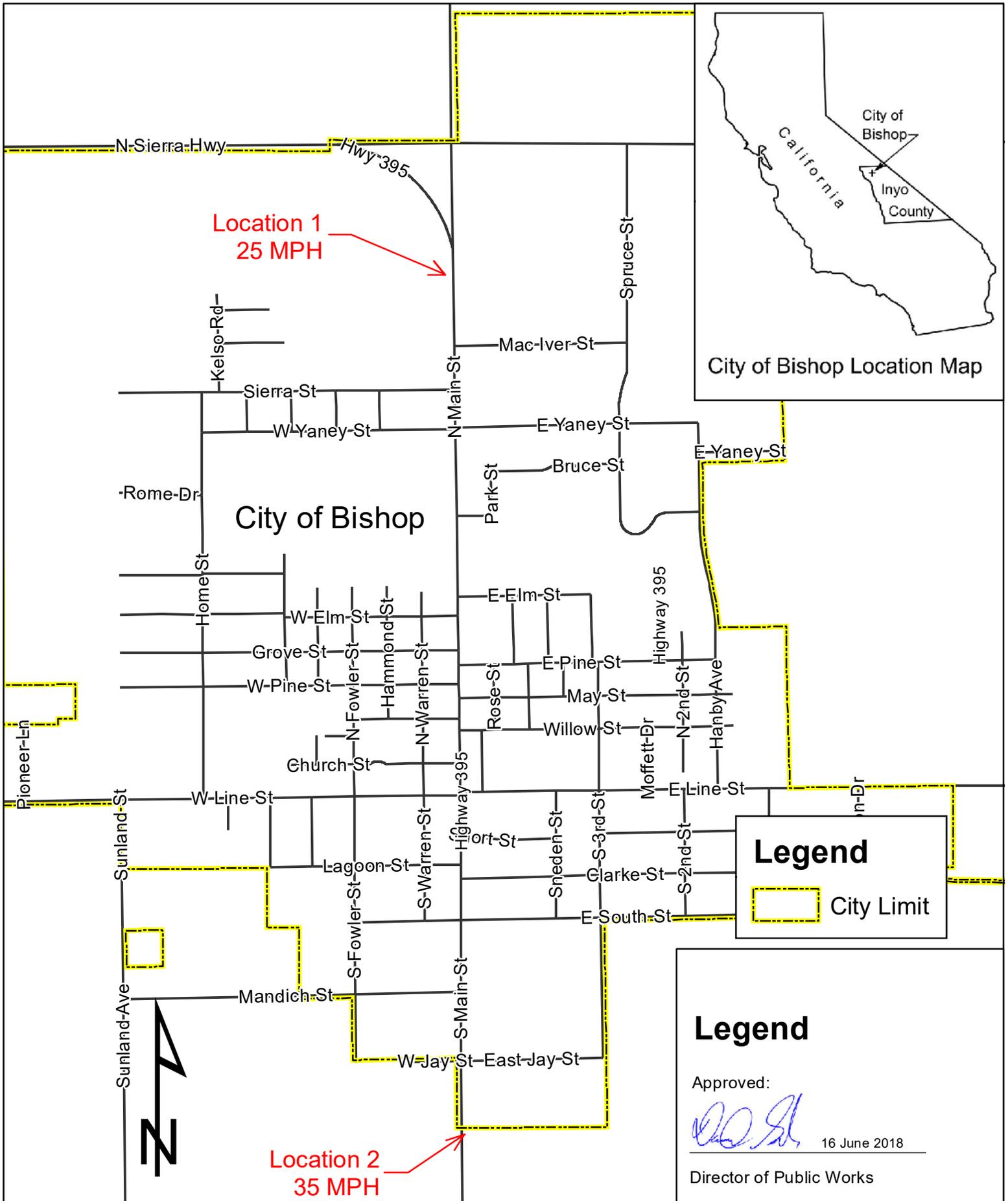
- The Vehicle Speed Feedback Signs shall be solar powered.
- The solar power source shall include solar panels and batteries.
- The solar power source shall be adequate for 24 hour per day, 365 days per year uninterrupted operation of the vehicle speed feedback signs.
- The solar panel or panels must be able to tilt and adjustable to optimize performance and be located at the top of the post.
- Batteries shall be sealed, fixed electrolyte, deep cycle solar type and may be placed inside the enclosure with the radar and display or in a separate enclosure mounted on the back of the post.
- The battery capacity shall be sufficient to allow at least 3 days normal vehicle speed feedback sign operation without charge current. There shall be a state-of-charge indicator for the batteries.

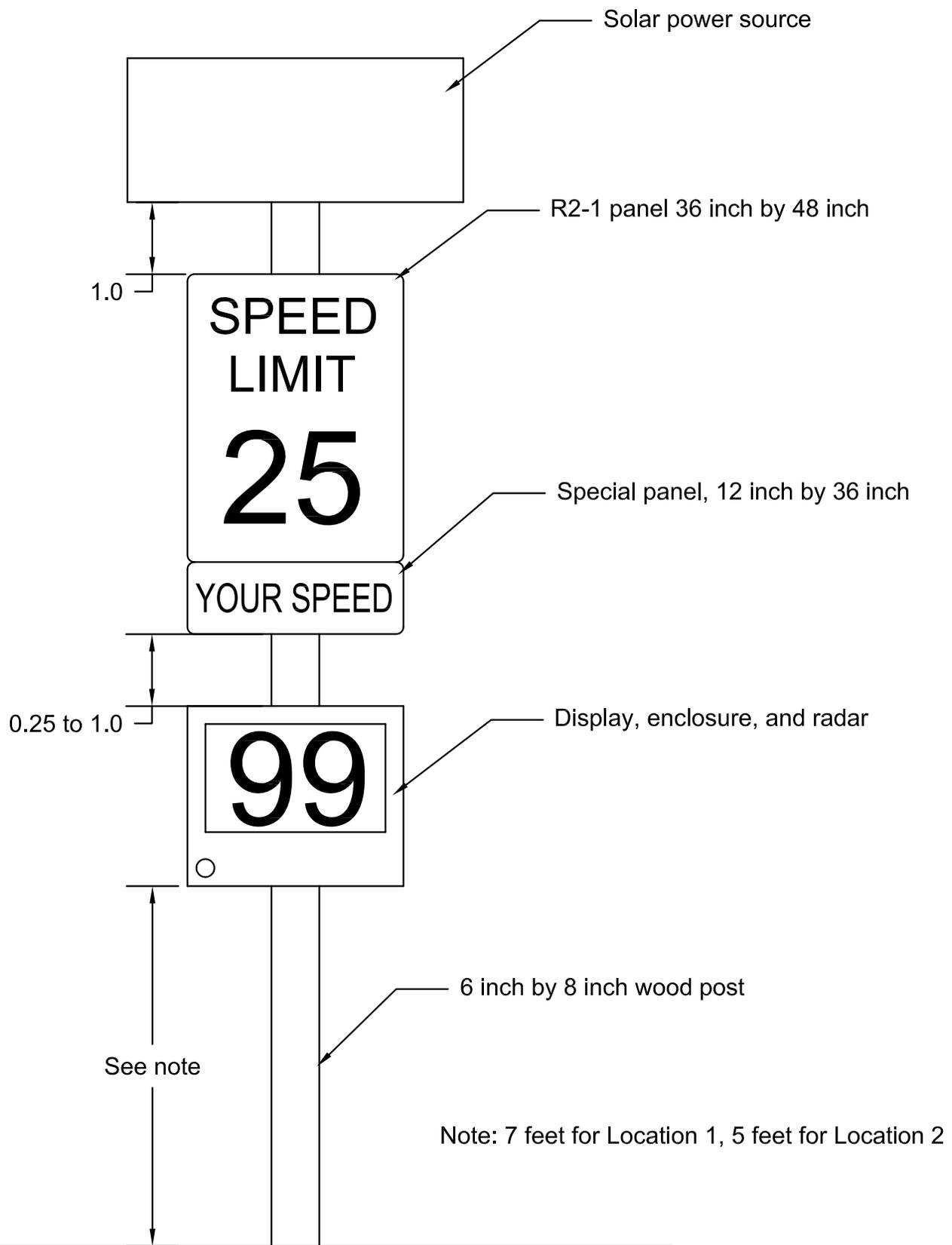
- Calculations verifying power consumption and solar panel sizing shall be submitted to the engineer for approval.
- A charge controller shall protect against battery damage due to overcharging and shall include a low voltage disconnect.
- All external hardware shall be tamper and theft resistant.

Display, enclosure, and radar:

- The display, enclosure, and radar shall be of commercial quality. The display, enclosure, and radar shall only display the radar speed message.
- The display, enclosure, and radar shall be positioned on the post to optimize radar sensing and viewing angle.
- The enclosures shall be weatherproof, corrosion resistant, and have a white finish.
- The face of the display enclosure shall be transparent, glare resistant, shatterproof, graffiti resistant plastic for viewing the display.
- Access to the enclosure doors shall have key locks or tamper resistant hardware.
- All of the equipment inside the enclosures must be easily accessible and removable for service and calibration.
- The enclosures shall be mounted securely to the post.
- There shall be a main power switch that controls the radar and display.
- There shall be overcurrent protection for all of the electrical equipment.
- The display shall consist of a 2 character amber LED (Light Emitting Diode) matrix that is visible and legible from approximately 804 feet.
- The character height shall be between 17 inches and 19 inches.
- The display shall be blank when there is no approaching vehicles within the range of the radar.
- There shall be an automatic dimming feature so the LED matrix is not blinding, nor distracting to drivers during hours of darkness.
- The alarm threshold shall be adjustable in miles per hour. The alarm shall have an override switch which will defeat this function.
- The range of speeds displayed by each sign shall be from 5 mph below the posted speed to 30 mph over the posted speed. The displays shall not flash as an over-speed alarm.
- If software is necessary to change the configuration of the display it shall be included at no additional cost and be Microsoft Windows compatible.
- The LEDs shall utilize Aluminum Indium Gallium Phosphate (AlInGap) technology and shall be the amber ultra bright type or equivalent rated for 100,000 hours of continuous operation from -40°F to +165°F.

- The individual LEDs shall be wired such that physical damage or the failure of one LED will result in the loss of not more than 5 percent of the LED module light output.
- LED modules shall be rated for a minimum useful life of 48 months.
- LED modules and associated on board circuitry shall meet Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise.
- The radar shall be K band or Ka.
- The radar shall be mounted inside the enclosure, shall be adjustable, and shall be capable of being aimed at different targets.
- The radar shall detect traffic approaching the radar, and ignore all traffic moving away and shall not black/blank out the display at any time when approaching traffic is present.
- The beam width shall be approximately 12 degrees.
- The detection range shall be at least 1000 ft. for ordinary passenger vehicles.
- The accuracy shall be within +/- 1 miles per hour at approach speeds between 20 and 65 miles per hour.
- The radar unit shall be capable of being calibrated. A calibration kit and instructions shall be included.
- The vehicle speed feedback signs shall have data acquisition capabilities.
- The vehicle speed feedback signs shall record the speed, date, and time for all approaching vehicles that pass by.
- The data shall be downloadable via connection to a laptop or usb flash drive.
- The data shall be compatible to be used with Microsoft Excel.
- The electrical equipment shall be capable of operating normally within an ambient temperature range of -5 degrees Fahrenheit to 122 degrees Fahrenheit.
- Manuals for service, maintenance and calibration shall be provided for all electrical equipment.
- All external hardware shall be theft resistant.
- Vehicle speed feedback signs shall be Fortel VCalm or equivalent meeting these specifications.





City of Bishop  
**Speed Feedback Signs**

**ENCROACHMENT PERMIT**

TR-0120 (REV. 6/2012)

Permit No. <b>0918-NSI-0139</b>	
Dist / Co / Rte / PM <b>09 / Inyo / 395 / 114.853 RT, 116.168 LT</b>	
DATE June 15, 2018	
Fee Paid <b>\$ Exempt</b>	Deposit <b>\$ 0.00</b>
Performance Bond Amount (1) <b>\$</b>	Performance Bond Amount (2) <b>\$</b>
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of June 13, 2018
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

City of Bishop  
377 West Line Street  
Bishop, CA 93514

ATTN: David Grah, Director of Public Works  
Phone: (760) 873-8458

**, PERMITTEE**

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

Install two speed feedback signs as outlined on the attached City of Bishop Bidding Information and Contract Documents for Speed Feedback Signs (dated 16 June 2018).

Notwithstanding General Provision # 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work.

Approval for traffic control activities shall be requested using the attached "Permit Traffic Control Request" the Monday prior to the week of work. Traffic control shall be accomplished in accordance with current Caltrans Standard Plans.

- A **shoulder** closure may be used when personnel or equipment for the work are located outside of 6 feet from the traveled way.
- A **lane** closure shall be required when personnel are working, or equipment is operated, within 6 feet of the traveled way.

Notify Caltrans Dispatch at (760) 872-0718 for emergency operations that affect the State Highway Right-of-Way.

**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 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 Prevention 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)*

- 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 July 31, 20 19

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.

Andreas, J.  
DeLaRosa, R.  
Erlwein, T.  
Mason, E., Miller, G.

Reistetter, M.  
Talbot, L., Tetrick, J.  
Weier, C.  
Winzenread, S.

APPROVED:

Brent L. Green, District Director

BY:

*Stephen Winzenread*

FOR **Stephen Winzenread**, District Permit Engineer

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternative formats. For information call (916) 653-3657 or TDD (916) 645-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**PERMIT TRAFFIC CONTROL REQUEST – DISTRICT 9**

09-T-0107 (Rev. 09/2015)

**FAX No. (760) 872-5215**

Caltrans District 9 Encroachment Permit Department’s Representatives

Rick DeLaRosa (760) 872-0632 / Jereme Tetrick (760) 872-0790 / Tom Scott (760)872-5202 / Kurt Weiermann (760) 872-0781 / Mark Reistetter (760) 872-0674

	Name	Phone No.	Cell No.	Fax No.
Permittee		( )	( )	( )
Field Contact Information		( )	( )	( )

**Email:** \_\_\_\_\_ **Permit No.:** \_\_\_\_\_ **Double Permit No.:** \_\_\_\_\_

<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THUR</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
<input type="checkbox"/>						

**Work Order/Job No.:** \_\_\_\_\_

Limits						Date/Time			Lanes Per Direction	Lane to be Closed #1,#2	Type	Description of Work
County	Route	Dir.		Post Mile	Nearest Cross Streets		Date	Time				
			From:			Start:						
			To:			End:						
			From:			Start:						
			To:			End:						
			From:			Start:						
			To:			End:						
			From:			Start:						
			To:			End:						

**Type: L = Lane, S = Shoulder, O = One Way R = Ramp, A = Auxiliary, SW = Sidewalk**

**This request is due the Monday prior to the week of the planned traffic control.**

**Please refer to your encroachment permit for details regarding daily and holiday lane closure restrictions.**

**STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
ENCROACHMENT PERMIT GENERAL PROVISIONS  
TR-0045 (REV. 09/2017)**

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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 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 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 are 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 and denial of encroachment permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee’s authorized agent is allowed to work under this encroachment permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms contained in this encroachment permit, and all attachments to this encroachment permit, for any work to be performed under this encroachment permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision # 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 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 encroachment permit provisions are not allowed without prior approval from the Department’s representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. 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 must keep the permit package or a copy thereof at the work site at all times, and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the 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 FROM OTHER AGENCIES:** This encroachment permit is invalidated if the permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet 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*, of the Department's Standard Specifications.

- 14. PUBLIC TRAFFIC CONTROL:** As required by law, 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. 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 and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, 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, such that traffic is not unreasonably delayed. On conventional highways, permittee must place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, *Flagger Control*).

- 16. STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this 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 incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or 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 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 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 waste/material specialist who must evaluate the site at permittee's 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.

**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 State, the Department, and all 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 brought for or on account of property damage 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 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 work or other activity conducted pursuant to this encroachment permit, and/or (c) the installation, placement, subsequent operation, and/or maintenance of said encroachment, and/or (d) the failure by the permittee or anyone acting on behalf of the permittee to perform permittee's obligations under this encroachment

permit in respect to maintenance or any other obligation, and/or (e) a defect or defects in the work, or obstructions related to the work, 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 parties that except as prohibited by law, the permittee will defend, indemnify, and hold harmless as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the Department, the Directors, officers, employees, agents and/or contractors of the State and/or 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 against 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 understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the permitted activity, and further agrees to defend, indemnify, and save harmless the State, the Department, the Directors, officers, employees, and/or agents 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 or by virtue of the Americans with Disabilities Act.

Permittee understands and agrees the Directors, officers, employees, and/or agents 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 section and all paragraphs herein, "State's contractors" includes contractors and their subcontractors under contract to the State and/or the Department performing work within the same postmile limits as the work under this encroachment permit.

This section and all paragraphs herein take effect upon issuance of this encroachment permit, and apply both during and after the work or other activity contemplated under this encroachment permit, except as otherwise provided by California law.

**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 OF HIGHWAYS:** By accepting this encroachment permit, the permittee agrees to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

**32. SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless 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 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 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 of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the permittee.
35. **NOTIFICATION OF CLOSURES TO DEPARTMENT AND TRAFFIC MANAGEMENT CENTER (TMC):** The permittee must notify the Department's representative and the Transportation Management Center (TMC) at least seven (7) days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur three (3) days before closure or other potential traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative 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 lane 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 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."

**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 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). The Permittee shall 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 State of California standard specifications for construction (most current version) [http://www.dot.ca.gov/hq/esc/oe/construction\\_contract\\_standards/std\\_specs/2015\\_StdSpecs/2015\\_StdSpecs.pdf](http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2015_StdSpecs/2015_StdSpecs.pdf).

**2. NPDES REQUIREMENTS:** The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (*Order No. R6T-2016-0010, NPDES No CAG616002*). 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 shall report to the state representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee shall also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency shall be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater](http://www.waterboards.ca.gov/water_issues/programs/stormwater)

**3. RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee shall be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

**4. SPOILS AND RESIDUE:** The Permittee shall vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.

**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. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Roadways or work areas shall not be washed down with water. Street sweeping operations must conform to Section 13

Water Pollution Control of the State of California standard specifications for construction (most current version) [http://www.dot.ca.gov/hq/esc/oe/construction\\_contract\\_standards/std\\_specs/2015\\_StdSpecs/2015\\_StdSpecs.pdf](http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2015_StdSpecs/2015_StdSpecs.pdf).

**6. VEHICLES AND EQUIPMENT:** Permittee shall 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.

**7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

**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. The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 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 would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.

**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.

**11. HOT MIX ASPHALT:** Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.

**12. PROTECTION OF DRAINAGE FACILITIES:** The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control, of the State of California standard specifications for construction (2015 version).

**13. PAINT:** Rinsing of painting equipment and materials is not permitted in state right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.

**14. CONSTRUCTION MATERIALS:** Stockpile 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, shall conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction (2015 version).

**15. CONCRETE EQUIPMENT:** Concrete equipment shall be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

**16. EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation shall be replaced as directed by the State Representative.

**17. SOIL DISTURBANCE:** Soil disturbing activities shall be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented in advance of soil disturbing activity.

**18. SLOPE STABILIZATION AND SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of the State of California (2015 version) standard specifications for construction during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee shall limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.

**19. STOCKPILES:** Stockpiles containing aggregate and/or soil shall be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 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 of the State of California standard specifications for construction (2015 version).

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

**21. SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

**22. LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered under separate waste water permits shall be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures

shall conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control, of the State of California standard specifications for construction (2015 version).

**23. WATER CONTROL AND CONSERVATION:** Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.

**24. 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.

**25. DEWATERING:** Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines including the *Field Guide for Construction Site Dewatering*. Contact 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 shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control, of the State of California standard specifications for construction (2015 version). A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board shall be provided to the State representative.

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV. 03/2015)

*Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable.*  
 This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

<b>FOR CALTRANS USE</b>	
PERMIT NO.	0918-NSI-0139
DIST/CO/RTE/PM	9/INYO/395/
SIMPLEX STAMP	8 0139
DIST 09    67N <u>SI</u>	
DATE OF SIMPLEX STAMP	06-13-18

1. COUNTY <b>Inyo</b>		2. ROUTE <b>395</b>	3. POSTMILE <b>114.8+/- and 116.2+/-</b>	
4. ADDRESS OR STREET NAME <b>North and South Main Street</b>			5. CITY <b>Bishop</b>	
6. CROSS STREET (Distance and direction from project site) <b>600 feet south of Jay and 580 feet north of Mac Iver</b>			7. PORTION OF RIGHT-OF-WAY <b>Outside pavement / back of sidewalk</b>	
8. WORK TO BE PERFORMED BY <input type="checkbox"/> OWN FORCES <input checked="" type="checkbox"/> CONTRACTOR		9. ESTIMATED START DATE <b>21 August 2018</b>		10. ESTIMATED COMPLETION DATE <b>18 September 2018</b>
11. EXCAVATION	MAX. DEPTH <b>6</b>	AVG. DEPTH <b>6</b>	AVG. WIDTH <b>1</b>	LENGTH <b>Does not apply</b>
12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY <b>\$ 25,000.00</b>			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE	
13. PIPES	PRODUCT TYPE	DIAMETER	VOLTAGE / PSIG	14. CALTRANS' PROJECT CODE (ID)

15.  Double Permit    Parent Permit Number \_\_\_\_\_  
 Applicant's Reference Number / Utility Work Order Number \_\_\_\_\_

16. Have your plans been reviewed by another Caltrans branch?     NO     YES (if "YES")    Who? Phil Graham

17. Completely describe work to be done within STATE Highway right-of-way:

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, etc.

Install 2 radar speed feedback signs as shown on attached draft bidding information and contract documents for City of Bishop Speed Feedback signs project.

18. Is a City, County or other public agency involved in the approval of this project?

YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)

COMMERCIAL DEVELOPMENT     BUILDING     GRADING     OTHER \_\_\_\_\_

CATEGORICALLY EXEMPT     NEGATIVE DECLARATION     ENVIRONMENTAL IMPACT REPORT     OTHER \_\_\_\_\_

NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING     FENCE

PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS     MAILBOX

FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS     EROSION CONTROL

OTHER \_\_\_\_\_     LANDSCAPING

PERMIT NO. 0918-NSI-0139

The following questions must be completed when a City, County or other public agency **IS NOT** involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

- A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?  
 No

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- B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?  
 No

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- C. Is the proposed project located within five miles of the coast line?  
 No

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- D. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?  
 No

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- E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?  
 No

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- F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?  
 No

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- G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?  
 No

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- H. Will the proposed project impact access to any businesses or residences?  
 No

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- I. Will the proposed project impact any existing public utilities or public services?  
 No

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- J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?  
 No

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- K. Will new lighting be constructed within or adjacent to State Highway right-of-way?  
 No, although the new signs have lit display

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  YES  NO  
 (If "YES", provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building?  YES  NO (If "YES", provide a description)

21. Is work being done on the applicant's property?  YES  NO (If "YES", attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil?  YES  NO  
 If "YES", estimate the area within State Highway right-of-way in square feet AND acres: 20 (ft<sup>2</sup>) AND 0.0005 (acres)  
 estimate the area outside of State Highway right-of-way in square feet AND acres: 0 (ft<sup>2</sup>) AND 0 (acres)

23. Will the proposed project require dewatering?  YES  NO  
 If "YES", estimate total gallons AND gallons/month. \_\_\_\_\_ (gallons) AND \_\_\_\_\_ (gallons/month)  
 SOURCE\*:  STORM WATER  NON-STORM WATER  
 (\*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?  
 Storm Drain System  Combined Sewer / Storm System  Storm Water Retention Basin  
 Other (explain): Does not apply

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV. 03/2015)

PERMIT NO.

0918-NSI-0139

**PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.**

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation's (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990:** All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), the Department's current Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects", the Department's Encroachment Permits Manual and encroachment permit.

**DISCHARGES OF STORM WATER AND NON-STORM WATER:** All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

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

25. NAME OF APPLICANT OR ORGANIZATION City of Bishop			
ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code) 377 West Line Street, Bishop, California 93514			
E-MAIL ADDRESS publicworks@cityofbishop.com		PHONE NUMBER 760-873-8458	FAX NUMBER
26. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #25) David Grah, Director of Public Works			IS A LETTER OF AUTHORIZATION ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code) Same			
E-MAIL ADDRESS Same		PHONE NUMBER Same	FAX NUMBER
27. NAME OF BILLING CONTACT (Same as #25 <input checked="" type="checkbox"/> Same as #26 <input checked="" type="checkbox"/> )			
BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)			
E-MAIL ADDRESS		PHONE NUMBER	FAX NUMBER
28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT 	29. PRINT OR TYPE NAME David Grah	30. TITLE Director of Public Works	31. DATE 13 June 2018