



City of Bishop, California

Bidding Information

and

Contract Documents

for

Street Light Relocation

in the

City of Bishop, County of Inyo, California

14 September 2017

Approved:

A handwritten signature in blue ink, appearing to read "David Grah", is written over a faint, larger version of the same signature.

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 three o'clock (3:00) in the afternoon on 13 October 2017, 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:

Street Light Relocation

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 Street Light Relocation

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. 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 on Main Street in the City of Bishop which is also Highway 395. This project includes removal and relocation of existing street lights. 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 \$50,000 to \$100,000.

This project is funded with city funds. As a result, contracting preferences 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.

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 for the most extensive construction option 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
8. If a local business preference is claimed, completed City of Bishop Local Business Verification 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

Street Light Relocation

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.

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	LS	Mobilization		
2	1	LS	Traffic Control		
3	2	EA	Remove Street Light		
4	4	EA	Relocate Street Light		
5	48	SF	Sidewalk		
				Total Bid	

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

Check one and provide required information:

- No contracting preference is claimed
- California Small Business contracting preference is claimed
- Local business contracting preference is claimed
- Small business subcontracting preference is claimed

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.

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

Street Light Relocation

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 **Street Light Relocation**

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

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: _____

City of Bishop Local Business Verification

Complete and submit this form to claim Local Business status pursuant to Chapter 3.26, Contracting Preferences, of the Bishop Municipal Code.

Business: _____

Contact: _____

Telephone: _____

Email: _____

Bid or Project: _____

1. Business Location: Provide street addresses or locations of your business for the past six months. Indicate if headquarters, distribution point, or locally-owned franchise.

Addresses or Locations	Headquarters, Distribution Point, or Franchise
------------------------	--

2. Business License: Provide issuing jurisdiction and number of local business license and attach a copy. Indicate if no license is required.

Jurisdiction	License number
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3. Business Employment: Provide the name and street address of one full-time employee or names and street addresses of two part-time employees employed by your business. If your business has no employees, provide the names and street addresses of local business owners that own 50% or larger share of business.

	Name 1	Name 2
Name:	_____	_____
Street:	_____	_____
City, State, ZIP:	_____	_____
Full, Part Time, or Share:	_____	_____

Certification: I acknowledge I have read and understand the criteria for contracting preferences as defined under Chapter 3.26 of the Bishop Municipal Code. I swear and affirm under penalty of perjury that the above information is true and correct and that the business listed above is qualified and eligible to receive a local preference. Bishop Municipal Code available at www.cityofbishop.com or at City Hall.

Signature	Title	Date
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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 Street Light Relocation 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

Street Light Relocation

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, working through its Public Works Department.

Department: The Public Works Department of the City of Bishop.

Director: The Public Works Director of the City of Bishop.

Department of Transportation: The Public Works 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 Public Works 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 Public Works Department or other laboratories authorized by the Public Works Department of the City of Bishop to test materials and work involved in the Contract.

Office Engineer: The Public Works 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 **Street Light Relocation** 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 offsets to new street light 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

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) City of Bishop Business License and
- b) California Contractors License Classification A

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
- Draft notification letters

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 0917-NUR-0013.

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	H XX	XX	XX							
	SD XX									
x	XX	H XX	XX							
		SD XX								
	x	XX	H XX	XX						
			SD XX							
	x	XX	XX	H XX						
	x	XX	XX	SD XX						
				x	H XX					
				x	SD XX					
					x	H XX				
						SD XX				
						x	H XX	XX	XX	XX
							SD 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.									
H	Designated holiday									
SD	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.

Notifications: Draft notifications to properties shall be submitted to the Engineer for review and approval before Contractor distributes notices. The Contractor shall submit a copy to the Engineer of all notifications delivered.

The Contractor shall prepare and deliver project information notices to all properties adjacent to the project locations to ensure properties receive the notices no less than 7 calendar days prior to beginning any construction. The notice will include:

- Impacts of construction to property
- General scope of project including description of project and limits, hours and days of operation, phasing information, lane closure, and parking restrictions
- Contractor contact and telephone number
- Other appropriate information requested by the Engineer.

When temporary driveway closures are necessary for vehicles, the Contractor shall notify the affected properties 3 working days prior to each closure event.

16. INTERUPRTION IN LIGHTING SERVICE

Contractor shall schedule and perform work to minimize interruption in service of street light systems or portions of systems.

17. 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.

18. 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. Remove Street Light

Remove Street Light shall include removal of existing street light standards, luminaires, and related equipment. Remove Street Light shall include delivery, undamaged, of removed items to the Bishop Wastewater Treatment Plant at 980 Poleta Road. Remove Street Light shall include removal of existing sidewalk and partial removal of footing, placement of non-traffic pull box over existing conduits, wiring work necessary to keep remaining street light systems operating, backfill, and placement of 4 inches of aggregate base to grade at bottom of Portland cement concrete sidewalk, and, at locations where Portland cement concrete sidewalk is not to be placed, restoration of surface with temporary durable surface. Temporary durable surface shall be Portland cement concrete, asphalt concrete, or other material approved by the engineer. Remove Street Light shall be measured actual.

4. Relocate Street Light

Relocate Street Light shall include the work for Remove Street Light except that removed items may be stored at the Bishop Wastewater Treatment Plant. In addition, Relocate Street Light shall include conduit between pull box and relocated light standard, new footing, installation and reconnection to street light system, and, in unpaved areas, restoration of unpaved surface around relocated light standard. Relocate Street Light shall be measured actual.

5. Sidewalk

Sidewalk shall include sawcut and removal panels of existing sidewalk and matching surrounding existing grades with new sidewalk 4 inches thick. Sidewalk shall be doweled to remaining existing sidewalk at 30 inches on center. Sidewalk shall be measured actual.

C. MATERIALS

1. **Portland Cement Concrete**

Concrete shall be 711 Materials, Mix 650016F4, or equal, including synthetic fiber reinforcement.

2. **Synthetic Fiber Reinforcement**

The synthetic fibers specified shall conform to the requirements of ASTM C1116, Section 4.1.3 and Note 3, as well as International Conference of Building Officials Evaluation Service (ICBO ES) Acceptance Criteria 32, Sections 4.1.1 and 4.1.2. Both of these specifications apply to the use of synthetic fibers as secondary reinforcement in concrete. At the request of the project engineer the synthetic fiber vendor shall furnish a Letter of Certification stating compliance with these specifications and signed by a registered Professional Engineer.

Synthetic fibers shall be either nylon multifilament fiber or polypropylene collated fibrillated fiber or monofilament fiber.

Nylon multifilament or polypropylene monofilament fibers shall be introduced at the rate of 1 pound per cubic yard at the standard length of $\frac{3}{4}$ inch.

Polypropylene collated fibrillated fiber shall be introduced at the rate of 1.5 pounds per cubic yard at the standard length of $\frac{3}{4}$ inch.

Synthetic fibers shall be added at the concrete batch plant and mixed with the other ingredients for 3 to 5 minutes. The concrete producer shall list the type and quantity of synthetic fiber added on each delivery ticket.

1. **Aggregate Base**

Aggregate base may be pulverized pavement or Class 2 that may be 100 percent reclaimed material. Contract Compliance limits for 1 $\frac{1}{2}$ inch maximum Class 2 aggregate base are as follows:

Sieve Size	Percent Passing
2 inch	100
1 $\frac{1}{2}$ inch	87 to 100
$\frac{3}{4}$ inch	50 to 95
Number 4	20 to 55
Number 30	6 to 35
Number 200	0 to 12

2. **Hot Mix Asphalt**

Hot Mix Asphalt (HMA) shall be Type A or B. The grading of the aggregate on the top lift shall be 1/2 inch. Asphalt binder shall be Grade PG 64-28, PG 64-10, PG 64-16, or PG 70-10 conforming to current California Department of Transportation specifications.

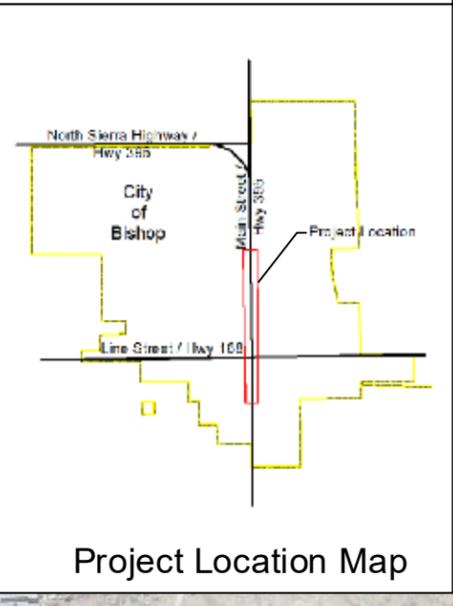
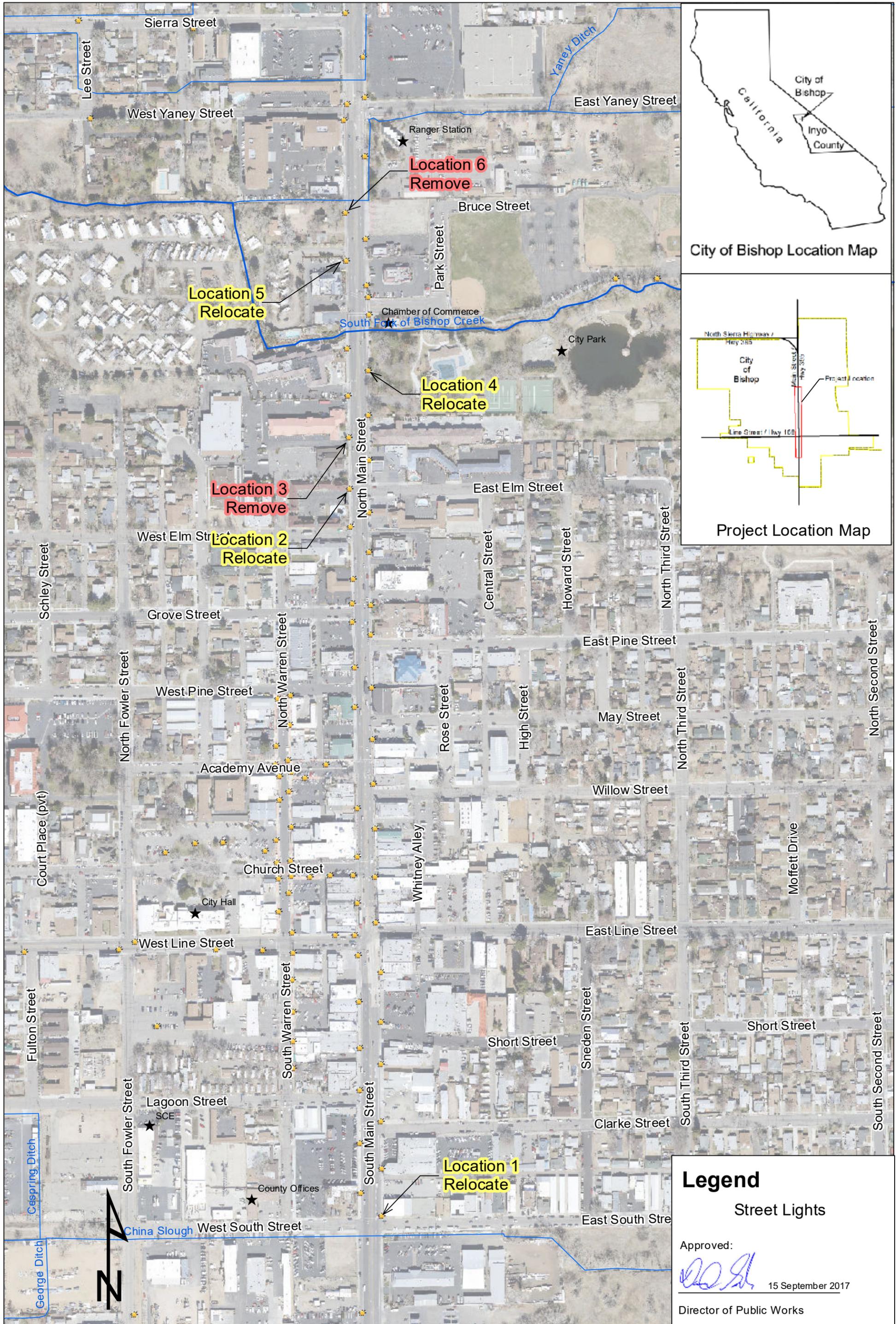
Comparable commercial “cold mix” asphalt concrete suitable for the application may be used if approved in advance by the engineer.

3. Conduit

Electrical conduit shall be Type 3.

4. Anchor Bolts

Anchor bolts shall conform to ASTM A307 galvanized.



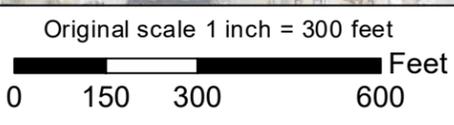
Legend

Street Lights

Approved: 

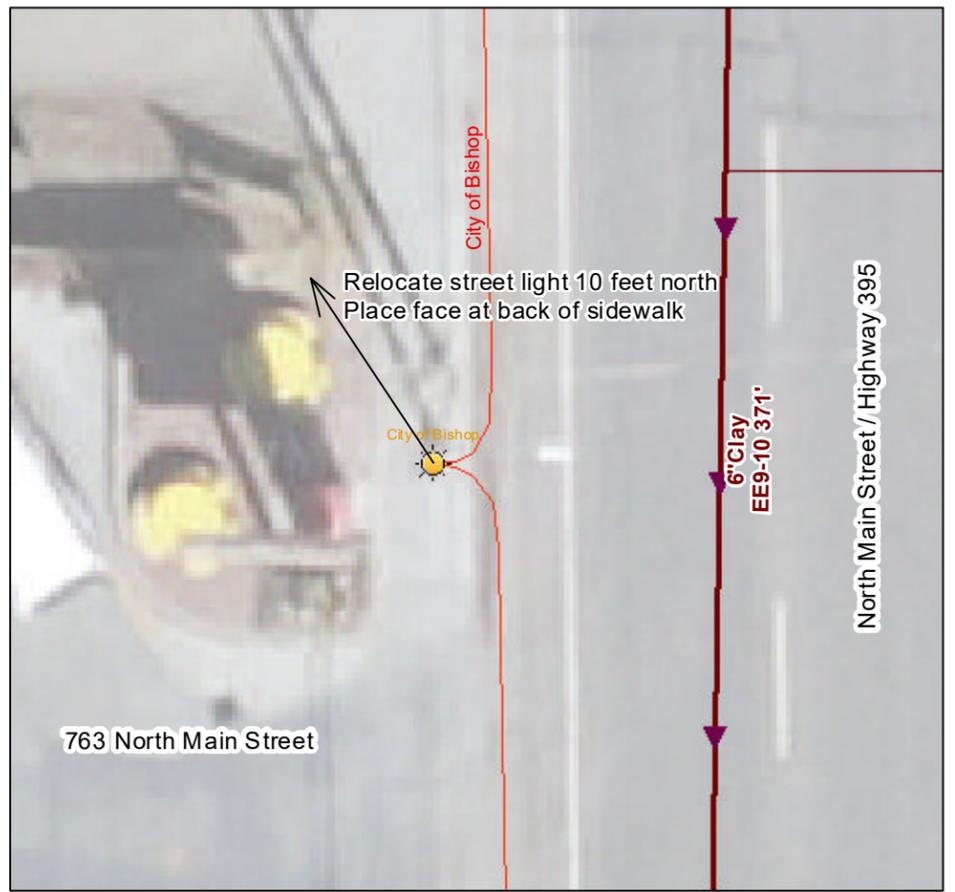
15 September 2017

Director of Public Works

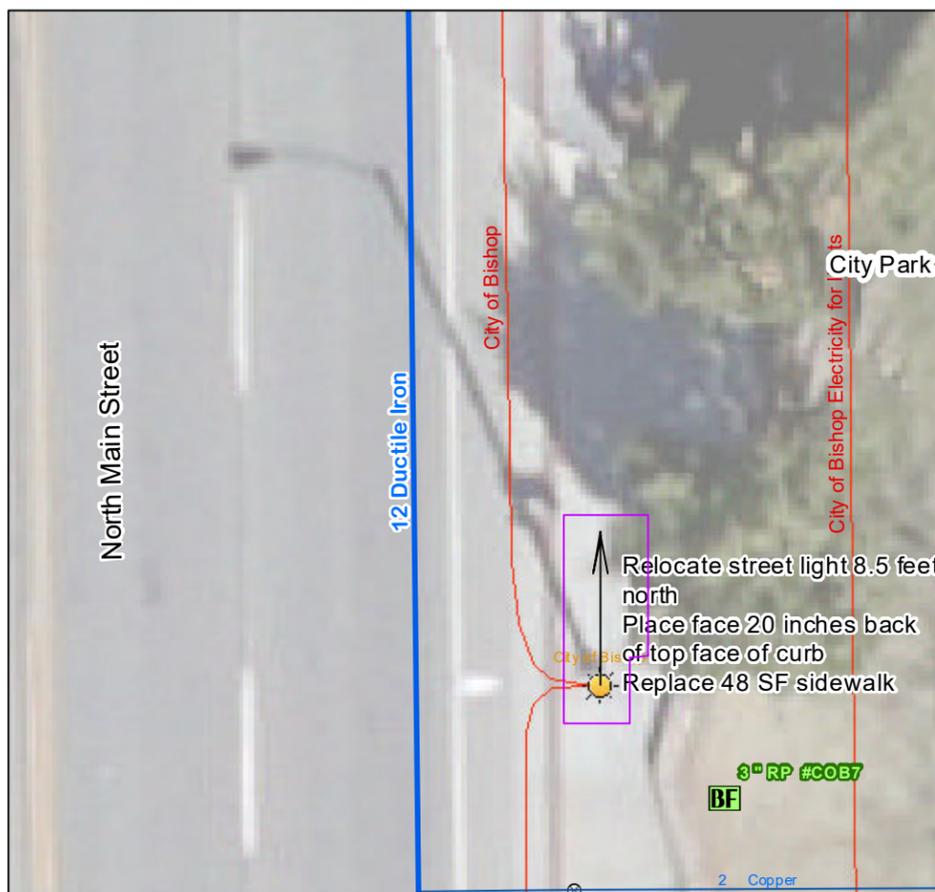




Location 6



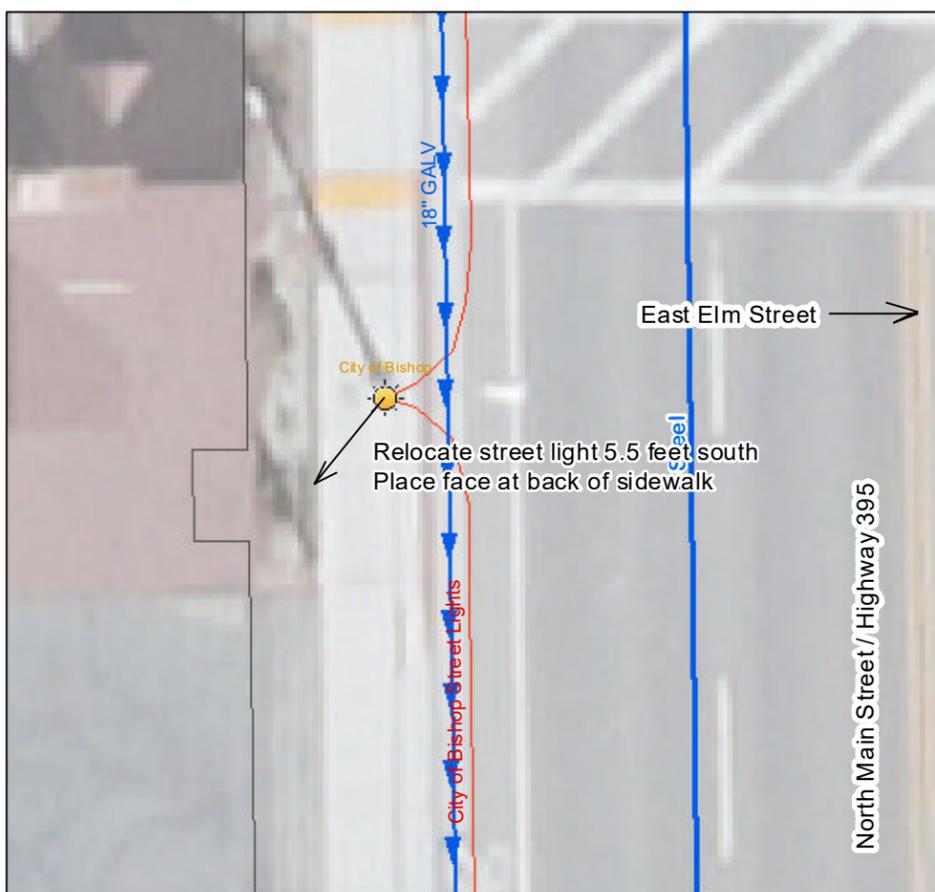
Location 5



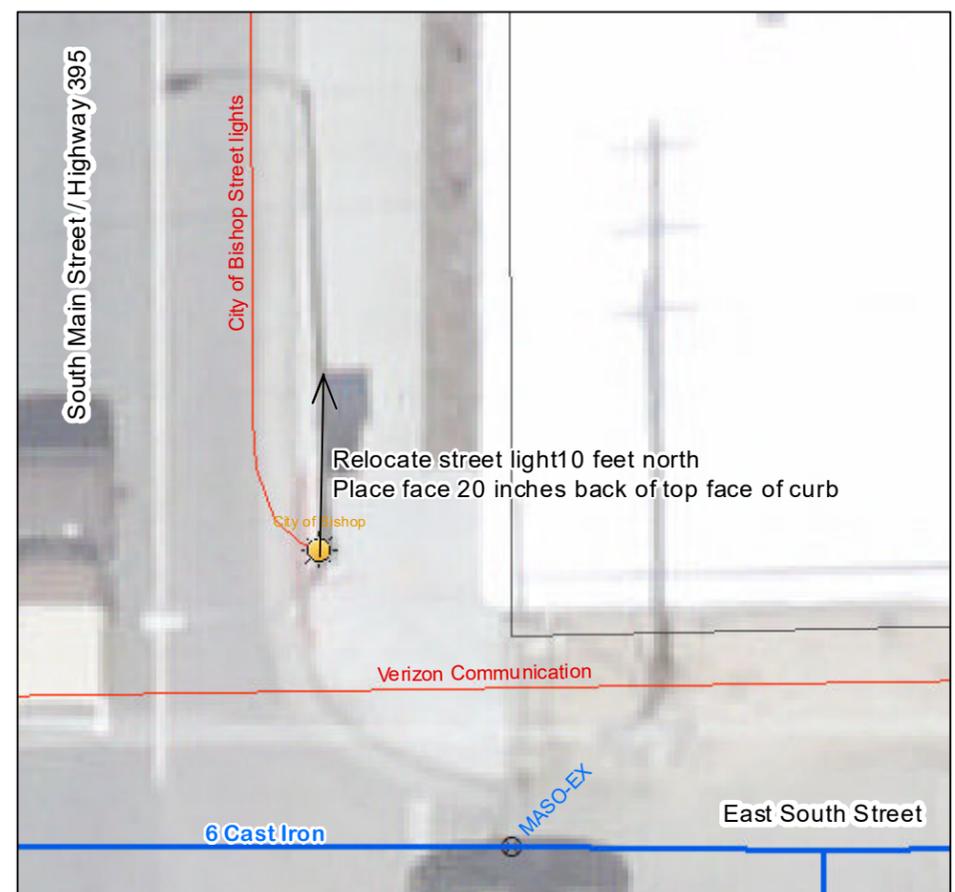
Location 4



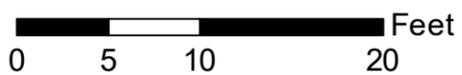
Location 3

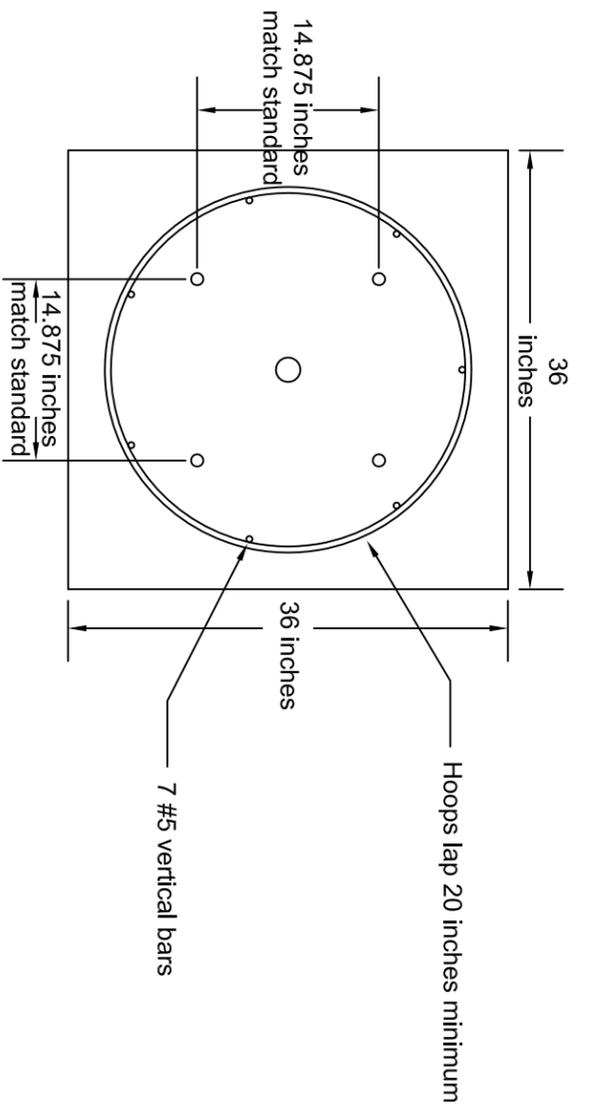


Location 2

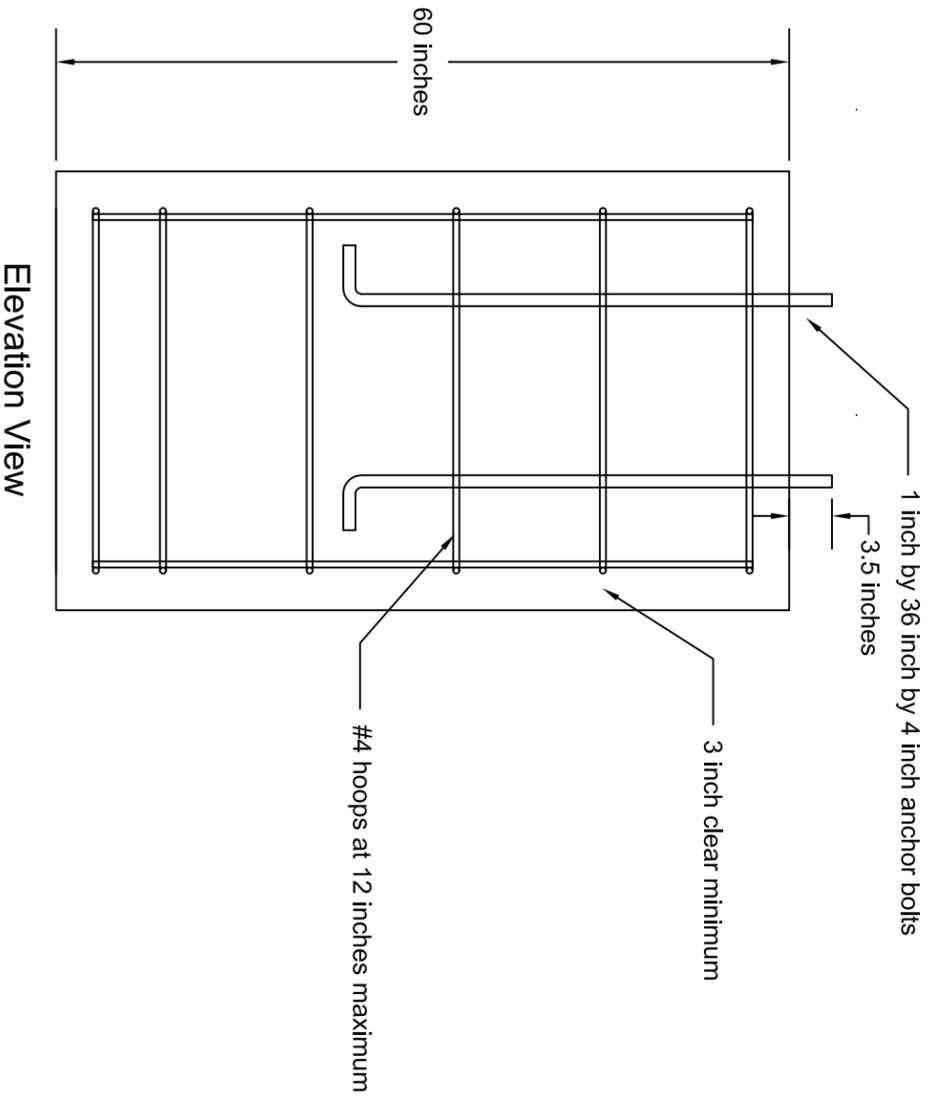


Location 1



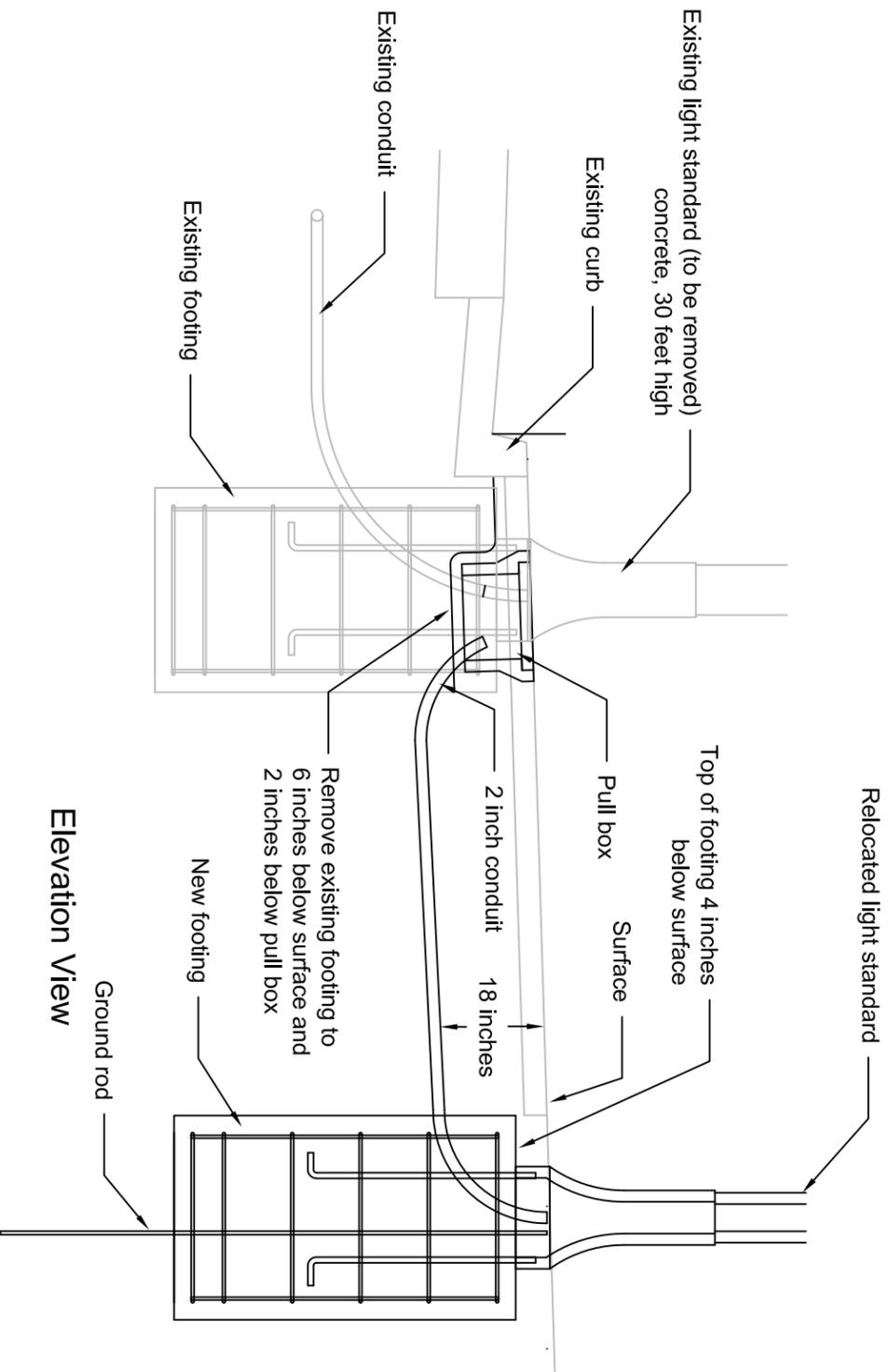


Plan View



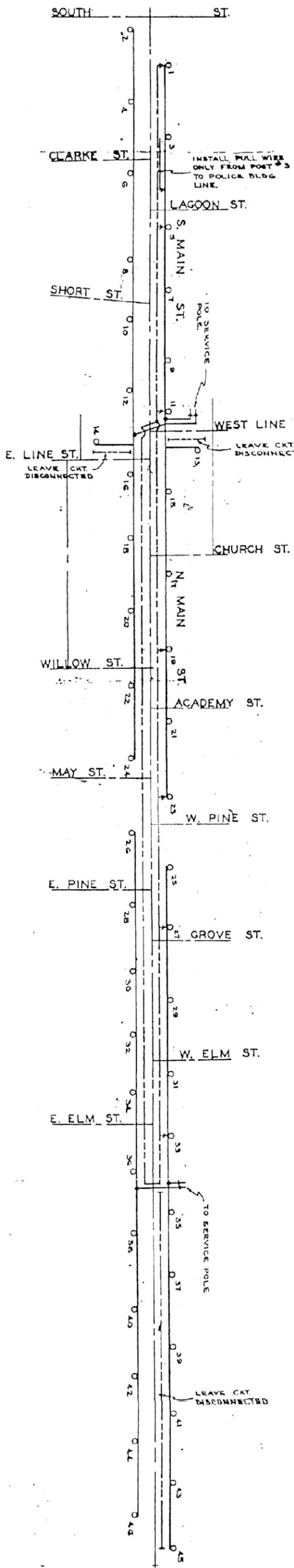
New Footing Detail

No scale



Relocation and Removal Detail

No scale



ONE LINE CIRCUIT DIAGRAM FOR LIGHTING

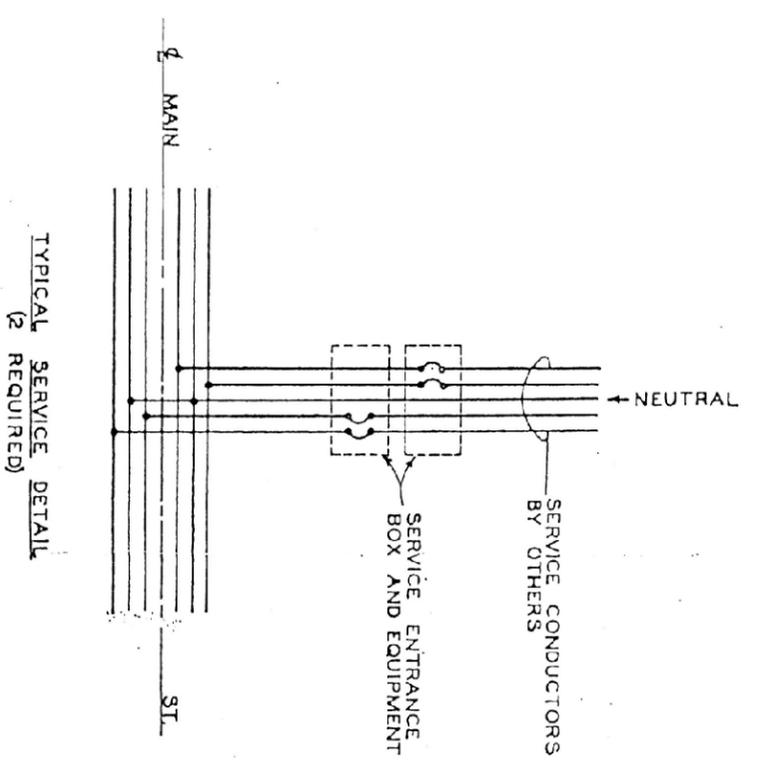
— = 120/240V CIRCUIT
 ○ = 1000 WATT MERCURY AT 240V. AND CONVENIENCE OUTLET AT 120V.

NOTE: CONVENIENCE OUTLETS SHALL BE CONNECTED TO DIVIDE LOAD EQUALLY ACROSS 120/240V. ON EACH CIRCUIT.

ONE LINE CIRCUIT DIAGRAM FOR ALARM

— = 2 #10 CONDUCTOR, TWISTED PAIR CABLE.
 → = EXTEND 2 #10 CONDUCTORS, 72" BEYOND END OF EACH CONDUIT IN POST BASE FOR FUTURE CONNECTION IN ALARM BOX.

NOTE: WHERE CIRCUIT IS PULLED THROUGH OTHER POST BASES OR PULL BOXES, LEAVE 24" SLACK BEYOND ENDS OF EACH CONDUIT. POST NUMBERS SHOWN ARE LOCATIONS FOR FUTURE INSTALLATION OF ALARM BOX.



Original Single Line Diagram 1960+/-

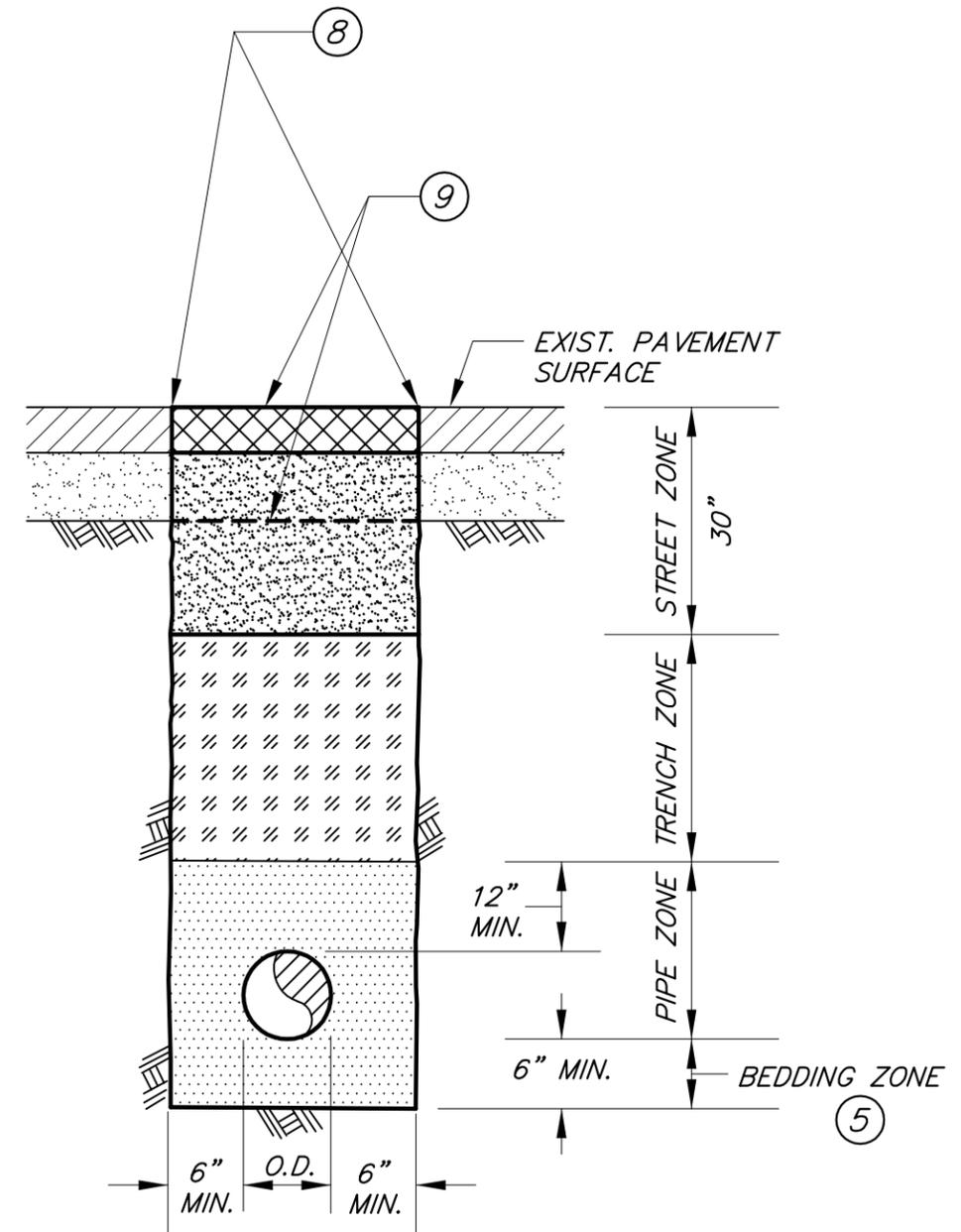
Current system expected to be substantially as shown but contractor shall verify. Alarm system has been abandoned.

NOTES:

1. THE FOLLOWING APPLIES FOR WORK ACCOMPLISHED THROUGH EXCAVATION AND BACKFILL.
2. EXCEPT AS SHOWN, WORK SHALL BE IN ACCORDANCE WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS.
3. BACKFILL SHALL BE AS FOLLOWS:

ZONE	MINIMUM COMPACTION	MINIMUM CALTRANS R VALUE	MATERIAL
STREET	95%	60	AS SHOWN AND NOTE 7
TRENCH	90%	60	NOTE 7
PIPE AND BEDDING	90%		NOTE 4

4. MATERIAL IN THE PIPE AND BEDDING ZONES SHALL BE SAND OR CRUSHED ROCK EXCEPT THAT CRUSHED ROCK SHALL NOT BE USED WITHIN 6 INCHES OF WATER LINES, UNLESS DIRECTED BY THE ENGINEER.
5. IN UNSUITABLE AREAS AS SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, MINIMUM THICKNESS OF BEDDING SHALL BE 18 INCHES.
6. INSTALLATION OF MANHOLES AND OTHER IN-GROUND STRUCTURES IS SIMILAR.
7. SLURRY CEMENT BACKFILL MAY BE USED IN PLACE OF COMPACTED MATERIAL AND IN PLACE OF AGGREGATE BASE IN THE TRENCH ZONE AND THE STREET ZONE. NOT LESS THAN 70 POUNDS AND NOT MORE THAN 75 POUNDS OF CEMENT SHALL BE USED FOR EACH CUBIC YARD OF SLURRY CEMENT BACKFILL.
8. SAWCUT EXISTING ASPHALT TO A CLEAN STRAIGHT VERTICAL EDGE.
9. REPAVE TRENCH WITH 4" MIN. A.C. OVER 6" MIN. A.B. IN PAVED AREAS.



STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION
PIPE BEDDING AND BACKFILL



APPROVED BY
PUBLIC WORKS DIRECTOR
[Signature]
20 APRIL 2012
DATE

STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION		STANDARD DETAIL NO. WS-1
PIPE BEDDING AND BACKFILL		
DATE	REVISION	

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2012)

Permit No. 0917-NUR-0113	
Dist/Co/Rte/PM 09 / Inyo / 168 & 395 / 17.5-18.3, 114.9-116.4	
DATE June 7, 2017	
Fee Paid \$ Exempt	Deposit \$ 0.00
Performance Bond Amount (1) \$	Performance Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of _____
- Utility Notice No. 09-UT-473.0.1
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

City of Bishop – Department of Public Works
Post Office Box 1236
Bishop, CA 93515

ATTN: David B. Grah, Director
Phone: (760) 873-8458

, PERMITTEE

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

Pursuant to the *enclosed* **Notice to Owner** Number: 09-UT-473.0.1 relocate City of Bishop street lights and water lines in advance of construction activities for the Caltrans Bishop ADA project (Expenditure Authorization 35210).

Contact the Caltrans District 9 Right of Way Utility Coordinator, Julie Nellis, at (760) 872-0721 prior to initial start of work.

Contact Caltrans District 9 Area Construction Engineer, Rob Sanchez, at (760) 872-0656 prior to initial start of work.

Traffic control shall be accomplished in accordance with the most 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 Protection Plan

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

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

(If any Caltrans Effort Expended)

- 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 January 1, 20 18

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.

Andrea, J.
DeLaRosa, R.
Nellis, J.
Mason, E., Miller, G.

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

APPROVED:

Brent L. Green, District Director

BY:

Stephen Winzenread
FOR Stephen Winzenread, District Permit Engineer

ENCROACHMENT PERMIT OVERHEAD UTILITY PROVISIONS

TR - 0162 (Rev. 12/2007)

OH1. LOCATION POLE LINES, ETC.:

Pole lines shall be located as specifically directed in the provisions of the permit.

OH2. INSTALLATIONS AND CLEARANCES:

Horizontal clearances, as measured from the edge of traveled way to the installation, shall be in accordance with the minimum desirable clear recovery zone for a conventional highway which is 20'. In no case is a pole allowed closer than 1.5' behind a curb face or less than 2' from the edge of a slope catch point or a driveway, or within a drainage ditch. New installations should adhere to setback limits or should be protected. Consideration should be given to placing such encroachments underground in shoulder or parking areas. Also, installations and clearances shall comply with applicable orders of the Public Utilities Commission of the State of California, or the California Occupational Safety and Health (CAL-OSHA) Safety Orders, whichever is greater.

OH3. PERMISSION FROM PROPERTY OWNERS:

When necessary, permission shall be secured from the abutting property owner(s) in written form by the permittee before starting work.

OH4. CLEARANCE OF TREES:

Unless otherwise specifically required by the Department, protected cables, tree wires or plastic tree wire guards used for communication lines may be used through trees where necessary, provided the installation and any necessary pruning does not damage or affect the appearance of the tree or the tree itself will not be damaged. This allowance does not apply to scenic highways.

OH5. GUY WIRES:

No guy wires are to be attached to trees except as may be specified in the permit and in no event

shall they be so attached as to girdle the tree or interfere with its growth. Guy wires shall be kept to a minimum elevation above ground as directed.

OH6. ANCHOR:

No anchor shall be placed closer to the traveled way than the pole itself.

OH7. REMOVE OLD POLES, GUY, and STUBS:

The entire length of poles and stubs shall be removed from the ground and the holes backfilled. Guy rods shall be removed to a minimum depth of 3' below original ground.

OH8. AERIAL CROSSING:

No work involving new or additions to existing aerial crossings shall be performed in rainy, foggy or inclement weather which creates hazardous conditions for highway users.

OH9. CLEARANCE FROM CURBS:

The face of poles shall not be placed closer than 1.5' from any curb face.

OH10. POLE INSTALLATION OR REMOVAL:

Where poles are to be installed or removed behind the curb in a parkway that is paved with Portland Cement Concrete, the concrete shall be saw cut, removed and replaced to the nearest score lines or expansion joints. The hole in the PCC sidewalk created by pole removal shall be temporarily backfilled with 2" minimum temporary AC at the time the pole is removed. Poles are not to be installed without prior approval of the final location by the Department's field representative.

OH11. CONTROLLED ACCESS R/W:

Poles, anchors, etc., shall not be installed inside of any controlled access right of way. All requests shall be packaged as "exceptions" to policy.

PEDESTRIAN SAFETY (MCP) SPECIAL PROVISIONS

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

1. When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.
2. Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 05/2007)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.

Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the 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 specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

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

30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:

A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.

4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

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

31. MAINTENANCE OF HIGHWAYS: The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. PRIVATE USE OF RIGHT OF WAY: Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. FIELD WORK REIMBURSEMENT: Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.

35. NOTIFICATION OF DEPARTMENT AND TMC: The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.

36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.

37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

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) that would require a waste discharge identification number or coverage under the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.

2. NPDES REQUIREMENTS: The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation 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, and 9) 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 storm water compliance, visit the State Water Resources Control Boards storm water Website at 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/specifications/SSPs/2010-SSPs/>.

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. 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 in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 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 Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 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.

STORM WATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT

TR-0400 (Rev 09/2012)

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 (2010 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.

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 9mil plastic to prevent contact with water.

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 nonstorm 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

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 water, 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 water.

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 storm water 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. 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 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 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.

DEPARTMENT OF TRANSPORTATION

DISTRICT 9

500 SOUTH MAIN STREET

BISHOP, CA 93514

PHONE (760) 872-0721

FAX (760) 872-0755

TTY 711

www.dot.ca.gov

*Making Conservation
a California Way of Life.*

**NOTICE TO OWNER
-AMENDED**

Number: 09-UT-473.0.1

District	County	Route	Post Mile	Proj.ID	E.A.
09	INY	395 168	114.9/116.4 17.5/18.3	0900020090	35210
Federal Aid Number: X027(007)					
Owner/s File Number:					
Date: 6/5/17			Freeway <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

To: City of Bishop
PO Box 1236
Bishop, CA 93515

Because of the State Highway construction project: Bishop American's with Disabilities Act Project, (Bishop ADA), in Inyo County in Bishop on State Route 395 from 0.1 miles of Jay Street to 0.4 miles north of Mac Iver Street and on Route 168 from 0.1 miles west of Pioneer Lane to Route 395.

Which affects your facilities: Street Lights AND Water lines.

You are hereby ordered to: Relocate street lights out of conflict with STATE's project as per your description in an email dated January 8, 2016, except for the street light at 775 N. Main Street, the Rose Parcel, will be removed and not replaced as the STATE was unable to acquire an easement. Please relocate water lines as was discussed with design engineer, Rick Kuykendall.

Your work schedule shall be as follows: Relocation must be complete by January 1, 2018.

Notify Julie Nellis at telephone number 760-872-0721, 72 hours prior to initial start of work, and 24 hours prior to subsequent restart when your work schedule is interrupted.

Liability of cost is:
City of Bishop

BRENT L. GREEN
District Director

NANCY ESCALLIER
District Division Chief

BY: Julie Nellis
JULIE NELLIS- Utility Coordinator

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:

1. COUNTY Inyo		2. ROUTE 395 & 168	3. POSTMILE 114.9/116.4 & 17.5/18.3		FOR CALTRANS USE PERMIT NO. 0917-NUR-0113 DIST/CO/RTE/PM 9/1N40/ 1618 43953 /UAC SIMPLEX STAMP DIST 00 EN UR DATE OF SIMPLEX STAMP 06-07-17
4. ADDRESS OR STREET NAME			5. CITY Bishop		
6. CROSS STREET (Distance and direction from project site)			7. PORTION OF RIGHT-OF-WAY		
8. WORK TO BE PERFORMED BY <input checked="" type="checkbox"/> OWN FORCES <input type="checkbox"/> CONTRACTOR		9. ESTIMATED START DATE Any time after June 1, 2017		10. ESTIMATED COMPLETION DATE January 1, 2018	
11. EXCAVATION	MAX. DEPTH	AVG. DEPTH	AVG. WIDTH	LENGTH	SURFACE TYPE
12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input checked="" type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE		
13. PIPES	PRODUCT TYPE	DIAMETER	VOLTAGE / PSIG		14. CALTRANS' PROJECT CODE (ID)
15. <input type="checkbox"/> Double Permit Parent Permit Number _____ Applicant's Reference Number / Utility Work Order Number _____					
16. Have your plans been reviewed by another Caltrans branch? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (If "YES") Who? Rick Kuykendall					
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.

Please see attached Notice to Owner, 09-UT-473.0.1, dated 6/5/17.

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

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

PERMIT NO.

0917-N012-0113

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

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

C. Is the proposed project located within five miles of the coast line?

No

D. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?

No

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

No

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?

No

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

No

H. Will the proposed project impact access to any businesses or residences?

No

I. Will the proposed project impact any existing public utilities or public services?

No

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

Yes

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

No

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: _____ (ft²) AND _____ (acres)

estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (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): N/A

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

PERMIT NO.

0917-NUP-0113

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) PO Box 1236 Bishop, CA 93515			
E-MAIL ADDRESS dgrah@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) Dave Grah			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 as above			
E-MAIL ADDRESS		PHONE NUMBER	FAX NUMBER
27. NAME OF BILLING CONTACT (Same as #25 <input type="checkbox"/> Same as #26 <input type="checkbox"/>) N/A			
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 Julie Nellis	30. TITLE Utilities Coordinator	31. DATE 6/5/17