



**CITY OF FILLMORE
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**STATE ROUTE 126
AND
STATE HWY 23
UTILITY COVER ADJUSTMENT PROJECT**

FISCAL YEAR 2019-2020

SPEC NO. 18-01

**BID OPENING DATE
January 7, 2019
10:00 AM**

BID OPENING: TUESDAY, JANUARY 7, 2019, AT 10:00 A.M.

Public Works Department
250 Central Avenue
Fillmore, California 93015
Phone: (805) 524-3701 / Fax: (805) 524-5707

CITY OF FILLMORE
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

**STATE ROUTE 126
AND
STATE HWY 23
UTILITY COVER ADJUSTMENT PROJECT**

SPEC NO. 18-01

IN THE CITY OF FILLMORE



Approved by:

A handwritten signature in black ink, appearing to be "RCH", written over a horizontal line.

Roxanne C. Hughes, P.E.
City Engineer

RCE 62381

12-10-19

Date

CITY OF FILLMORE

**STATE ROUTE 126 AND STATE HWY 23
UTILITY COVER ADJUSTMENT PROJECT**

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CITY OF FILLMORE
NOTICE INVITING SEALED BIDS
FOR THE
STATE ROUTE 126 AND STATE HWY 23
UTILITY COVER ADJUSTMENT PROJECT

FISCAL YEAR 2019-2020

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the City Clerk, Fillmore City Hall, 250 Central Avenue, Fillmore, California, 93015, up to the hour of **10:00 A.M. Tuesday, January 7, 2019**, at which time they will be publicly opened and read aloud in the **City Council Chambers, City Hall, Fillmore, California**, for performing the following work:

STATE ROUTE 126 AND STATE HWY 23
UTILITY COVER ADJUSTMENT PROJECT

All in accordance with the plans, specifications, and other contract documents on file in the Public Works Department of the City of Fillmore California.

The words “**STATE ROUTE 126 AND STATE HWY 23 UTILITY COVER ADJUSTMENT PROJECT, SPEC. NO. 18-01**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the City Clerk, City Hall, 250 Central Avenue, Fillmore, California 93015.

DESCRIPTION OF WORK:

Caltrans completed an asphalt concrete paving project along a section of State Route 126 (Ventura Street) and Highway 23 (A Street) that extended through the City of Fillmore. This project includes adjustment to grade of all City owned manhole and water valve covers in State right of way on State Route 126 and Highway 23 within Fillmore City Limits, including preparation of traffic control plans for approval by Caltrans as a part of the double permit.

The scope of work includes obtaining an encroachment (dual) permit from Caltrans, performing traffic control per the attached Caltrans approved traffic control plans, replacing and adjusting to grade City furnished sewer manhole frame and covers, adjusting to grade existing water valve covers, adjusting to grade existing storm drain manhole covers, and adjusting to grade existing

sewer manhole covers as required by the Plans, Specifications, and Contract Documents. **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE ENGINEER'S ESTIMATE FOR THIS PROJECT IS: \$120,000

COMPLETION OF WORK: All work to be done under this contract shall be completed within **TWENTY-FIVE (25) consecutive working days**, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

LIQUIDATED DAMAGES: Liquidated damages of \$250/day will apply to this project. See Special Provisions for detailed information on liquidated damages.

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the City's website at: <http://www.fillmoreca.com/business/request-for-proposal> Paper copies are also available in Public Works Department, 250 Central Avenue, Fillmore, California 93015, (805) 524-3701, upon advance request.

STATE LABOR STANDARDS & WAGE REQUIREMENTS: In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the City of Fillmore, Department of Public Works, 250 Central Avenue, Fillmore, California 93015, and are available to any interested party on request.

AWARD OF CONTRACT: The following are conditions to the award of the contract:

- i. for any bid submitted on or after March 1, 2015, each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code [Section 7029.1](#) or Public Contract Code [Section 10164 or 20103.5](#), provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded); and
- ii. for any contract awarded on or after April 1, 2015, no contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 1725.5.

APPRENTICESHIP PROGRAM: Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8 of the California Code of Regulations, Section 200, *et seq.*, to ensure compliance and complete understanding of the law regarding apprentices.

CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

ASSIGNMENT: In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

BID GUARANTY: Bids must be accompanied by cash, or by cashier's or certified check made payable to the City of Fillmore, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the City of Fillmore as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

RETENTION: The City will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The City in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A" in accordance with provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California and the Prime Contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

AFFIRMATIVE ACTION: The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be

discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

UTILIZATION OF LOCAL BUSINESS AND LABOR: The Contractor is encouraged to make a good faith effort to subcontract with businesses located in the city and to employ City residents to perform the necessary work relating to this Capital Improvement Project. The goal of the City Council is to stimulate business within the City and to provide employment and training for local residents.

CITY'S RIGHTS RESERVED: The City reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the City of Fillmore. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

BID QUESTIONS: All bid questions shall be submitted by email to Roxanne Hughes, City Engineer at roxanneh@fillmoreca.gov for the benefit of all proposed bidders. The questions shall be submitted no later than 72 hours in advance of bid date for a response.

BID RESULTS: Bid results shall also be available on the City of Fillmore's website (<http://www.fillmoreca.com>) within 24 hours after bid opening.

CITY OF FILLMORE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **STATE ROUTE 126 AND STATE HWY 23 UTILITY COVER ADJUSTMENT PROJECT, SPEC NO. 18-01**, in the City of Fillmore. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any bid not meeting these requirements.

DELIVERY OF BIDS: The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

WITHDRAWAL OF BID: The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative, and is filed with the City Clerk. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

BID GUARANTY: Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the City and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.

(2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Engineer, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specification. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the City consents to the substitution.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such

examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the City. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the City.

TAXES: No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

RETURN OF BID GUARANTIES: Within **ten (10) days** after award of the contract, the City will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: Certificates of insurance and the required bonds in the amounts required shall be furnished by the Contractor to the City and approved by the City prior to the commencement of work.

The Contractor shall maintain a policy of workers' compensation insurance on a state approved policy form providing statutory benefits as required under the laws of the State of California for all labor employed by the Contractor, or by any Subcontractor under the Contractor, who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract agreement, the Contractor must provide the City with proof of Contractor's workers' compensation insurance as indicated in these Instructions with employer's liability limits in an amount not less than \$1,000,000.

The Contractor shall maintain a policy of commercial general liability insurance to protect said Contractor and the City against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect said Contractor and the City against loss from liability imposed by law, for damage to any property, caused directly or indirectly by the performance and execution of this contract or of any subcontract thereunder. Said general liability insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under this contract in the amount of not less than \$ 1,000,000 per occurrence and no less than \$2,000,000 general aggregate. The **City and the City's officers, employees and agents** ("City Parties") shall be named as an "**Additional Insureds**" on Contractor's general liability insurance policies. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

The Contractor shall also maintain a policy of comprehensive automobile liability insurance in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and not contributing with any other insurance available to the City of Fillmore, California, under any third-party liability. The general liability policy shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with these requirements to the City Engineer.

Contractor must require all subcontractors to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Agreement. The Contractor shall not allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his or her power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein.

SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND: All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the City object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the City the following documents:

- (a) A copy of the “Certificate of Authority” of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the “Certificate of Authority” of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the “Certificate of Authority” of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the City to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, City shall contact the bond company to verify the bond’s validity.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the

Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the City of Fillmore, Department of Public Works, 250 Central Avenue, Fillmore, California 93015, and are available to any interested party on request.

SAFETY PERMIT: The Contractor, and not the City, shall be responsible for performing safety inspections for this project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California-Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Engineer prior to commencement of work.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the City. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City's Finance Department at (805) 524-1500 x100.

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

**STATE ROUTE 126 AND STATE HWY 23
UTILITY COVER ADJUSTMENT PROJECT**

SPEC NO. 18-01

CITY OF FILLMORE, CALIFORNIA

BID FOR THE
STATE ROUTE 126 AND STATE HWY 23
UTILITY COVER ADJUSTMENT PROJECT

SPEC NO. 18-01

TO THE CITY OF FILLMORE, CALIFORNIA-

This Bid is submitted in accordance with the advertised “Notice Inviting Sealed Bids” to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as “**STATE ROUTE 126 AND STATE HWY 23 UTILITY COVER ADJUSTMENT PROJECT, SPEC NO.18-01**” which are on file in the office of the Engineer of the City of Fillmore.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2009 Edition):

| | |
|-----------|-------------|
| CY | Cubic yard |
| EA | Each |
| LF | Linear foot |
| LS | Lump sum |
| SF | Square foot |
| SY | Square yard |
| TON | Ton |

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Engineer of the City of Fillmore, duly appointed for said work in the matter of the construction and installation of “**STATE ROUTE 126 AND STATE HWY 23 UTILITY COVER ADJUSTMENT PROJECT, SPEC NO. 18-01**”, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The City reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

CITY OF FILLMORE

**STATE ROUTE 126 AND STATE HWY 23
UTILITY COVER ADJUSTMENT PROJECT**

SPEC NO. 18-01

BID SCHEDULE

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL ITEM AMOUNT |
|--|--|---------------------------|-------------|------------------|--------------------------|
| 1. | Mobilization | 1 | LS | | \$ |
| 2. | Sanitary Sewer Manhole - Frame and Cover Replacement and Adjust to Grade | 14 | EA | | \$ |
| 3. | Manhole - Adjust to Grade | 21 | EA | | \$ |
| 4. | Water Valve Cover - Adjust to Grade | 35 | EA | | \$ |
| 5. | Caltrans Encroachment Permit (Double Permit with TCP) | 1 | LS | | \$ |
| 6. | Traffic Control | 1 | LS | | \$ |
| 7. | Release of Contract | 1 | LS | \$1.00 | \$ |
| TOTAL BID AMOUNT IN FIGURES: | | | | | \$ |
| TOTAL BID AMOUNT IN WORDS _____ | | | | | |
| _____ | | | | | |

Bidder Name

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

When a Public Works claim is made to the City, the City will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under “Resolution of Construction Claims”).

Additionally, in all Public Works claims, which may arise between the Contractor and the City which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under “Resolution of Construction Claims of \$375,000 or Less”.) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder’s signature is required to verify he/she has reviewed the Code Sections.

Bidder Name

Signature of Bidder

Date

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we _____
as Principal, hereinafter referred to as "Contractor" and _____
as Surety, are held and firmly bound unto the City of Fillmore, hereinafter called the "City," in the
sum of _____
Dollars (\$_____), for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents. The conditions of this obligation are such that whereas the Contractor submitted
to the City a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in
writing for the _____

and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW, THEREFORE, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and
the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii)
delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers
Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs
the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise
this obligation shall remain in full force and effect, it being expressly understood and agreed that
the liability of the Surety for any and all default of the Contractor hereunder shall be the amount
of this obligation as herein stated. In the event suit is brought upon this bond by City and judgment
is recovered, Surety shall pay all costs incurred by City in said suit, including a reasonable
attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall in no way be impaired or affected by an extension of the time within which the
City may accept such a bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their
several seals this ____ day of _____, 201__, the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charged is \$_____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

(3) Type of Firm: _____
 (Individual, Partnership, or Corporation)

(4) Contractor's State License Classification _____ Expiration date _____

(5) Corporate organized under the laws of the State of: _____

(6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

(8) Number of years of experience as a Contractor in construction work. _____

(9) List at least three (3) completed projects with similar scope of work in the last 24 months:

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____ | _____ | _____ | _____ |

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____ | _____ | _____ | _____ |

| Contract Amount | Class of Work | Date Completed | Name, Contact, Address and Telephone No. of Client |
|-----------------|---------------|----------------|--|
| \$ _____ | _____ | _____ | _____ |

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: _____

(11) If requested by the City, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes () No ()

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No ()

E. If the answer to “D” is "Yes", please explain the following details:

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

and says that he or she is _____ of _____,
Title Name of Firm

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the City of Fillmore.

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

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].

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF FILLMORE, CALIFORNIA**, hereinafter referred to as the **"City"** and _____ hereinafter referred to as the **"Contractor"**.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled **"STATE ROUTE 126 AND STATE HWY 23 UTILITY COVER ADJUSTMENT PROJECT, SPEC NO. 18-01"** and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **TWENTY FIVE (25) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the City within 3 days and shall include data supporting the request.

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

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the City, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of the State Labor Code requiring 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 certifies that it is in compliance with such provisions.

Contractor further acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

ARTICLE VII: The Contractor shall supply the City with a Certificate evidencing insurance policies which shall provide coverage for commercial general liability, owned and non-owned automobiles, manufacturer's and contractor's liability, and broad form property damage in any case where the Contractor has any property belonging to the City in his or her care, custody, or control; owner's and contractor's protective liability, blanket contractual liability, products and completed operations coverage, and coverage for collapse. Additional detail regarding the requirements for sufficient insurance is set forth in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Section 3700 of the Labor Code, which requires every employee to be insured against liability for Worker's Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the work of this contract.

ARTICLE IX: The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014** will continue to be monitored by the Labor Commissioner and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

For all new projects awarded on or after **April 1, 2015**, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Ventura, Ventura Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The prevailing rate of per diem wages are on file at the City of Fillmore, Department of Public Works, 250 Central Avenue, Fillmore, California 93015, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

ARTICLE X: The Contractor hereby agrees to indemnify and defend the City, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the City, its officers, agents, and employees against Claims or Liabilities caused by the sole negligence or willful misconduct or active negligence of the City, its officers, agents, or employees.

ARTICLE XI: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XII: In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

~~**ARTICLE XIII:** It is to be made known that the improvement contemplated in the performance of this contract is a federal aid improvement over which the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.~~

ARTICLE XIV: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

ARTICLE XV: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE XVI: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

ARTICLE XVII: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**CITY: CITY OF FILLMORE,
CALIFORNIA**

Dated _____, 2019

By: _____
Diane McCall, Mayor

ATTEST:

Approved as to form:

CITY ATTORNEY

Dated _____, 20__

Olivia Carrera Lopez, City Clerk

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the CITY OF FILLMORE, (“City”), has awarded to _____, as Contractor (“Contractor”), a Contract for the work entitled and described as follows:

**STATE ROUTE 126 AND STATE HWY 23
UTILITY COVER ADJUSTMENT PROJECT**

SPEC NO. 18-01

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____ **CONTRACTOR** _____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

"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 by 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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' 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.

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information” states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site.”

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE CITY OF FILLMORE WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

CITY OF FILLMORE

GENERAL PROVISIONS

SCOPE OF WORK: This project will adjust or replace sewer manholes, storm drain manholes, and water valve manholes along State Route 126, in the City of Fillmore. The work to be done consists of obtaining an encroachment permit from Caltrans, developing a traffic control plan, implementing measures from an approved traffic control plan, adjusting manhole frames and covers to grade or installing City furnished manhole frames and covers as required by the Plans, Specifications, and Contract Documents.

LOCATION OF WORK: The work will take place on STATE ROUTE 126 AND STATE HWY 23 in Fillmore, California.

STANDARD SPECIFICATIONS: The Standard Specifications of the City are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

LEGAL ADDRESS OF CONTRACTOR: The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the City to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

RECOVERY OF DAMAGES: The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

MONIES MAY BE RETAINED: The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the

payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the City, for which the Contractor is liable under the contract.

SALES AND/OR TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

ALLOWABLE VARIATION: When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the City or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

EMERGENCY INFORMATION: The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer, the City Fire Department, and the County Sheriff's Department prior to beginning work.

EMPLOYMENT OF APPRENTICES: The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

UTILIZATION OF LOCAL BUSINESS AND LABOR: The Contractor is encouraged to make a good faith effort to subcontract with businesses located in the City of Fillmore and to employ Fillmore residents to perform the necessary work relating to this Capital Improvement project. The goal of the City Council is to stimulate business within the City and to provide employment and training for local residents.

PENALTIES FOR DISCRIMINATION IN EMPLOYMENT: Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the City shall be found in material breach of such contract and the City shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission

or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PAYROLL RECORDS: The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

“(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state

or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

ASSIGNMENT OF ANTITRUST ACTIONS: The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

CONSTRUCTION SCHEDULES: Prior to issuing the “Notice to Proceed”, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street segments with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is five or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 8:00 PM to 5:00 AM on all work days as defined in Section 6-7.1 (S.S.P.W.C.).

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the City prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the City.

SPECIAL PROVISIONS

CITY OF FILLMORE

STATE ROUTE 126 AND STATE HWY 23 UTILITY COVER ADJUSTMENT PROJECT

SPEC NO. 18-01

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

B. DEFINITION OF TERMS: Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) City – The City of Fillmore, California
- (2) Council - The Fillmore City Council
- (3) Director, Engineer - The Fillmore Director of Public Works and City Engineer, acting either directly or through authorized agents. Also referred to herein as City Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. SCOPE AND CONTROL OF THE WORK:

PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings (Appendix B) accompanying and made a part of these specifications.

2.5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Examination of Contract Documents:

2-5.4 Record Drawings.

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within **TWENTY-FIVE (25) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his or her part, the Engineer shall notify the City that the contract has been completed in its entirety. He or she shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon

receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. City will pay this invoice less any amounts City is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The City will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

F. RETENTION: The City will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

G. SUBSTITUTION OF SECURITIES FOR RETENTION: Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the City.

H. NO PERSONAL LIABILITY: No agent of the City of Fillmore shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the City nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

J. ADDITIONAL SURETY: If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Engineer within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

K. NOISE CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the City Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

L. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the City has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

M. PAYMENTS: Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

N. LEGAL ACTIONS AGAINST THE CITY: In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-4 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-4 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Engineer deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the

work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the City all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the City.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the contract, and immediately upon and after such acceptance by the Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for

injury to persons or property which occurs after the formal acceptance of the project by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior

payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

O. TRENCHING: In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural engineer employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.”

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.”

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.”

“The terms "public works" and "awarding body", as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or

increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

P. CHANGES IN WORK:

The following is hereby added to Section 3-3.2.3 Mark-up:

Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor, the Contractor's total mark-up is not to exceed 12%.

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may, notwithstanding the provisions of this

article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the City will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

R. LIQUIDATED DAMAGES: Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the Work (as adjusted), the Contractor shall pay to the City, or the City may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the Contract under these specifications shall constitute agreement by the City and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work

within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

S. CONFERENCES AND MEETING: When, and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and

claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.”

RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:

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

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

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means “public works contract” as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

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

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

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

“20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

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

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

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

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

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

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

W. WORKING HOUR RESTRICTIONS: Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the City forfeit twenty-

five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

X. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the City and by the State Auditor, at the request of the City or as part of any audit of the City, for a period of three years after final payment under the Agreement.

Y. DELAYS AND EXTENSIONS OF TIME

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one-week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the City. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility

markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities.

E. DELAYS: The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

Full compensation for conforming to the provisions of this section not otherwise provided for shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 P.M. and 5:00 A.M., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the City Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise insure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s)

of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any City streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the City Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Engineer, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the City for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the City designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or his or her authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE CITY: The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Not Applicable to this project.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each*

working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by City forces shall be back charged to the Contractor based on the actual costs, plus City overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

TECHNICAL PROVISIONS

1000 MOBILIZATION

1000-1 SCOPE OF WORK

Mobilization shall consist of preparatory work and operations, including, but not limited to: insurance, bonds, required permits and fees, shop drawings, submittals, the movement of personnel, equipment, supplies, and incidentals to the project site (mobilization), as-built plans, coordination with other contractors, meetings, moving off the project, and clean up. Mobilization shall additionally include the establishment of any temporary facilities, the submittal of a detailed construction schedule and the storm water pollution prevention plan (SWPPP).

Any other costs of work in advance of construction operations and not directly attributable to any specific bid item shall be included in the item mobilization.

1000-2 MEASUREMENT AND PAYMENT

Measurement and Payment for Mobilization shall be at the lump sum price bid and shall include, but not limited to, all labor, materials, equipment, and incidentals required to complete mobilization in accordance with the Contract Documents, and no additional compensation will be allowed therefor.

Up to fifty (50) percent of the mobilization cost shall be paid to the Contractor as part of the first progress payment. The remainder of the mobilization cost shall be paid in even increments over the remaining construction period.

1001 MANHOLE ADJUSTMENT

1001-1 SCOPE

This work in this section consists of adjusting sanitary sewer and storm drain manhole frames and covers of facilities maintained by the City of Fillmore as shown in **Appendix B**. Manhole frames and covers shall be adjusted to the finished asphalt concrete surface and cleaned by the Contractor in accordance with 302-5.8 of the Standard Specifications and these Special Provisions.

Several sanitary sewer manhole frames and covers have been identified for replacement, as shown in Appendix B. The Fillmore custom sewer manhole covers, with frames as needed, shall be furnished to the contractor by the City. Contractor shall coordinate with City Public Works Supervisor to pick up frames and covers from City Yard in Fillmore for use. Damaged frames and covers that are removed shall become the property of the contractor and are to be disposed of by the contractor.

The City has used historic engineering drawings and aerial imagery to locate utility covers to be brought to the surface. All locations shown and call out ties are approximate. Contractor shall positively locate utility covers from the surface prior to excavating for adjustment.

1001-2 MEASUREMENT AND PAYMENT

Sanitary Sewer Manhole – Frame and Cover Replacement and Adjust to Grade will be measured per each unit and payment made at the contract unit price. Such payment shall be considered full compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work, including coordination with City Public Works Supervisor to obtain City furnished materials.

Manhole - Adjust to Grade will be measured per each unit and payment made at the contract unit price. Such payment shall be considered full compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work, complete in place.

1002 WATER VALVE COVER ADJUSTMENT

1002-1 SCOPE

This work in this section consists of adjusting to grade water valve covers maintained by the City of Fillmore as shown in **Appendix B**. Water valve covers shall be adjusted to the finished asphalt concrete surface by the Contractor in accordance with 302-5.8 of the Standard Specifications and these Special Provisions.

Valve cans that are not in boxes shall be placed in valve boxes to be furnished by the City. Valve boxes are to be install per City of Fillmore Standard Detail No. 110 (See Appendix A).

The City has used historic engineering drawings and aerial imagery to locate utility covers to be brought to the surface. All locations shown and call out ties are approximate. Contractor shall positively locate utility covers from the surface prior to excavating for adjustment.

1002-2 MEASUREMENT AND PAYMENT

Water Valve Cover Adjustment will be measured per each unit and payment made at the contract unit price. Such payment shall be considered full compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work, including installation of new city furnished valve boxes, complete in place.

1003 TRAFFIC CONTROL

1003-1 GENERAL

Work performed under this section covers all labor, materials, equipment, transportation, traffic control plans, and incidentals necessary to maintain and control all vehicular and pedestrian traffic through the construction site. All work in this project is within Caltrans right of way. The City of Fillmore has obtained a Caltrans Encroachment Permit (See Appendix C). Contractor shall prepare and submit a Traffic Control Plan for the work and submit for Caltrans review and approval with the application for double permit.

All work shall be done in accordance with Part 6 of the Standard Specifications, the California Manual on Uniform Traffic Control Devices (most recent edition as of the date project is advertised for bids), and Caltrans Encroachment Permit and as outlined herein.

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic until the Work called for in the Plans, Standard Specifications, General Provisions and Special Provisions and as required by the Caltrans Encroachment Permit is complete.

The traffic control subcontractor shall have all necessary materials (signs, cones, etc.), vehicles, and staff on hand prior to initiating setup.

Unless otherwise approved, Contractor and subcontractor forces working in the public right of way during night time hours shall wear high visibility clothing conforming to ANSI Class III standards, including long pants (Class III compliance may be achieved as an ensemble).

1003-2 ACCESS

Vehicular and pedestrian access to street intersections, public and private parking lots, commercial businesses, residences, and other public and private properties must be maintained at all times except at locations where the Engineer determines that certain items of work cannot be accomplished without access restriction. At those locations, access restriction shall be limited to the time period required to accomplish the particular item of work. At least 72 hours in advance of starting any work that may affect the access to private properties, the Contractor shall provide written notice to such property owners.

Pedestrian circulation shall always be maintained. It is not normally acceptable to require pedestrians to cross the street; instead, an appropriate path shall be provided

or a dedicated flagger shall be assigned to watch for and escort pedestrians around/through the work area.

1003-3 TRAFFIC CONTROL DEVICES AND PROCEDURES

All traffic control barricades, signs and devices used by the Contractor and all subcontractors, as well as flagging and other Contractor or subcontractor operations, shall, as a minimum, conform to the most recent Manual on Uniform Traffic Control Devices, adopted by and in current use by the State of California, Department of Transportation. The Contractor shall take additional precautions as may be necessary under the circumstances.

1003-4 MEASUREMENT AND PAYMENT

Measurement and payment for traffic control will be made at the contract lump sum price, and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and other incidentals for doing all work involved in traffic control in the construction area, including preparation of traffic control plan.

1004 CALTRANS ENCROACHMENT PERMIT

1004-1 GENERAL

All work in this project is within Caltrans right of way. The City of Fillmore has obtained a Caltrans Encroachment Permit (See Appendix C). Work performed under this section covers all materials, labor, incidentals and fee payments for obtaining double permit on the City's encroachment permit, including review fees for approval of the contractor furnished Traffic Control Plan.

1004-2 MEASUREMENT AND PAYMENT

Measurement and payment for Caltrans Encroachment Permit (Double Permit with TCP) will be made at the contract lump sum price, and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and other incidentals for doing all work and paying all fees involved in obtaining the double permit from Caltrans, including payment of traffic control plan review fees.

APPENDIX A

STANDARD DRAWINGS

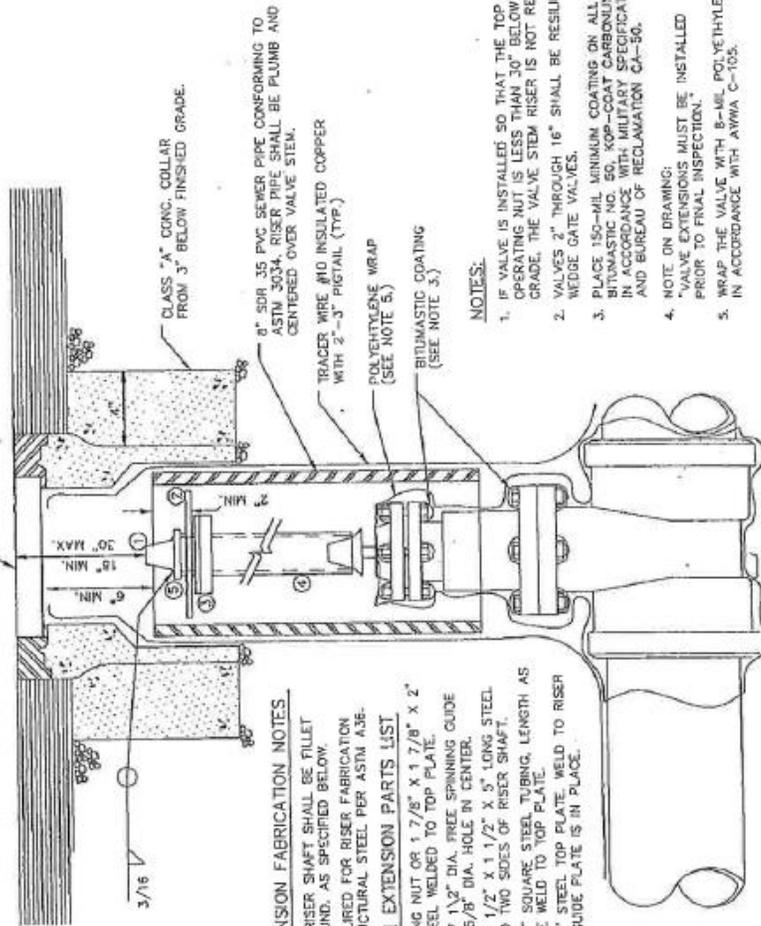
VALVE SPECIFICATIONS

MANUFACTURED BY CLOW, AVK, OR APPROVED EQUAL

VALVE SHALL BE RESILIENT SEAT GATE VALVE WITH EPOXY LINING.

VALVE SHALL BE SAME SIZE AS WATER MAIN.

PRECAST VALVE BOX SET FLUSH WITH STREET SURFACE WITH CAST IRON RING AND COVER MARKED "WATER". VALVE BOXES TO BE CHRISTY G-5 OR APPROVED EQUAL.



STEM EXTENSION FABRICATION NOTES

1. ALL WELDS TO RISER SHAFT SHALL BE FILLET WELD ALL AROUND, AS SPECIFIED BELOW.
 2. ALL STEEL REQUIRED FOR RISER FABRICATION SHALL BE STRUCTURAL STEEL PER ASTM A36.
- VALVE STEM EXTENSION PARTS LIST**
- ① VALVE OPERATING NUT OR 1 7/8" X 1 7/8" X 2" HIGH, SOLID STEEL WELDED TO TOP PLATE.
 - ② 3/16" THK. X 7 1/2" DIA. FREE SPINNING GUIDE PLATE WITH 3 5/8" DIA. HOLE IN CENTER.
 - ③ TWO 3/16" X 1 1/2" X 1 1/2" X 5" LONG STEEL ANGLE WELD TO TWO SIDES OF RISER SHAFT.
 - ④ 2 1/2" X 3/16" SQUARE STEEL TUBING, LENGTH AS SECURED, EDGE WELD TO TOP PLATE.
 - ⑤ 3" X 3" X 1/4" STEEL TOP PLATE, WELD TO RISER SHAFT AFTER GUIDE PLATE IS IN PLACE.

CLASS "A" CONC. COLLAR FROM 3" BELOW FINISHED GRADE.

8" SDR 35 PVC SEWER PIPE CONFORMING TO ASTM 3034, RISER PIPE SHALL BE PLUMB AND CENTERED OVER VALVE STEM.

TRACER WIRE AND INSULATED COPPER WITH 2"-3" PIGTAIL (TYP)

POLYETHYLENE WRAP (SEE NOTE 5)

BITUMASTIC COATING (SEE NOTE 3)

NOTES:

1. IF VALVE IS INSTALLED SO THAT THE TOP OF THE OPERATING NUT IS LESS THAN 30" BELOW FINISHED GRADE, THE VALVE STEM RISER IS NOT REQUIRED.
2. VALVES 2" THROUGH 16" SHALL BE RESILIENT WEDGE GATE VALVES.
3. PLACE 150-MIL MINIMUM COATING ON ALL BOLTS AND NUTS BITUMASTIC OR COP-COAT CARBONLINE COMPANY IN ACCORDANCE WITH MILITARY SPECIFICATION MIL-C-18480B AND BUREAU OF RECLAMATION CA-50.
4. NOTE ON DRAWING: "VALVE EXTENSIONS MUST BE INSTALLED PRIOR TO FINAL INSPECTION."
5. WRAP THE VALVE WITH 8-MIL POLYETHYLENE WRAP IN ACCORDANCE WITH AWWA C-105.



TYPICAL GATE VALVE AND VALVE BOX WITH RISER

STD. NO.

110

SCALE: NONE

DRAWN: T.G.S.

CHECKED: BERT J. RAPP, P.E. DATE: JULY 200

APPENDIX B

CONSTRUCTION DRAWINGS

CITY OF FILLMORE – UTILITY PROJECT

LIMITS OF WORK















SR 126

HWY. 23 (A STREET)

NORTH

RIVER ST.

AST

AST

240

653

651 652

650 640

630

610

620

307

300

305

UTILITY LOCATION DESCRIPTIONS

| <u>ID No.</u> | <u>Utility</u> | <u>Utility location</u> |
|---------------|----------------|---|
| 5 | Water Valve | 850' East of Santa Clara St CL in SR-126, 26' S of CL |
| 10 | Water Valve | Santa Clara St CL in SR-126, 15' S of CL |
| 20 | SS Manhole | 250' West of Santa Clara St CL in SR-126, 24' N of CL |
| 40 | SS Manhole | 700' West of Santa Clara St & SR-126, 20' N of CL |
| 60 | SS MH Replace | 390' East of Mountainview, 22' N of CL |
| 80 | SS MH Replace | 5' East of Mountainview St CL in SR-126, 20' N of CL |
| 100 | SS MH Replace | 5' East of Clay St CL in SR-126, 20' N of CL |
| 120 | SS MH Replace | 70' East of Saratoga St Cl in SR-126, 20' N of CL |
| 130 | Water Valve | Saratoga St CL in SR-126, 10' S of CL |
| 141 | SS MH Replace | 5' East of Fillmore St CL in SR-126, 25' N of CL |
| 140 | SS Manhole | 65' East of Saratoga St CL in SR-126, 25' N of CL |
| 142 | Water Valve | Fillmore St CL in SR-126, 10' S of CL |
| 148 | Water Valve | 40' East of Centra Av CL in SR-126, 28' S of CL (Near Gutter) |
| 150 | SS MH Replace | 5' West of Central Av CL in SR-126, 30' N of CL |
| 152 | Storm Drain MH | 20' West of Central Av CL in SR-126, 38' N of CL |
| 160 | SS MH Replace | On Central Av CL in SR-126, 30' S of CL |
| 166 | SS Manhole | 2' West of Fillmore St CL in SR-126, 30' S of CL |
| 168 | Water Valve | 25' West of Central Av CL in SR-126, 13' S of CL |
| 170 | SS Manhole | 140' West of Fillmore St CL in SR-126, 30' S of CL |
| 180 | SS MH Replace | 5' East of Palm St CL in SR-126, 28' N of CL |
| 190 | Water Valve | 180' West of Palm St CL in SR-126, 10' N of CL |
| 200 | SS MH Replace | 7' East of Olive St CL in SR-126, 30' N of CL |
| 210 | Water Valve | 185' West of Olive St in SR-126, 5' N of CL |

| | | |
|----------------|------------------------|---|
| 220 | SS Manhole | 10' East of Orange Grove Av CL in SR-126, 25' N of CL |
| 240 | SS MH Replace | 150' East of A St CL in SR-126, 26' S of CL |
| 244 | Water Valve | 45' East of A St CL in SR-126, 35' S of CL (X-Walk?) |
| 248 | Water Valve | 30' East of A St CL in SR-126, 16' S of CL |
| 250 | Storm Drain MH | 30' East of A St CL in SR-126, 54' N of CL (X-walk?) |
| 260 | SS MH Replace | 20' East of A St CL in SR-126, 31' N of CL |
| 280 | SS MH Replace | 3' East of A St CL in SR-126, 32' N of CL |
| 300 | SS MH Replace | 3' East of A St CL in SR-126, 27' S of CL |
| 305 | Water Valve | 20' West of A St CL in A St, 70' S of SR-126 |
| 307 | Water Valve | 20' West of A St CL in SR126m 33' S of CL |
| 310 | Water Valve | 60' West of A St CL in SR-126, 22' S of CL |
| 320 | SS Manhole | 140' West of A St CL in SR-126, 26' S of CL |
| 340 | SS Manhole | 360' West of A St CL in SR-126, 38' N of CL (Gutter?) |
| 342 | Water Valve | 362' West of A St CL in SR-126, 25' Sof CL |
| 360 | SS Manhole | 720' West of A St CL in SR-126, 34' N of CL |
| 365 | Water Valve | 780' West of A St CL in SR-126, 31' S of CL |
| 370 | Water Valve | 52' East of B St CL in SR-126, 42' S of CL (Gutter?) |
| 374 | Water Valve | 24' East of B St CL in SR-126, 34' S of CL |
| 378 | Water Valve | 16' East of B St CL in SR-126, 38' S of CL |
| 380 | SS Manhole | 360' East of B St CL in SR-126, 34' N of CL |
| 381 | Water Valve | 315' East of B St CL in SR-126,35' S of CL |
| 382 | Water Valve | 20' East of B St CL in SR-126, 33' N of CL |
| 384 | Water Valve | 18' East of B St CL in SR-126, 38' N of CL |
| 386 | Water Valve | 20' East of B St CL in SR-126, 49' N of CL (X-Walk?) |

| | | |
|-----|----------------|---|
| 388 | Water Valve | 20' East of B St CL in SR-126, 4' S of CL |
| 390 | Water Valve | 7' West of B St CL in SR-126, 35' S of CL |
| 394 | Storm Drain MH | 3' East of B St CL in SR-126, 28' S of CL |
| 398 | Storm Drain MH | 3' East of B St CL in SR-126, 38' N of CL |
| 400 | SS Manhole | 3' West of B St CL in SR-126, 30' N of CL |
| 404 | Water Valve | 8' West of B St CL in SR-126, 50' N of CL (X-Walk?) |
| 408 | Water Valve | 10' West of B St in SR-126, 32' S of CL |
| 412 | Water Valve | 12' West of B St CL in SR-126, 35' S of CL |
| 418 | Water Valve | 530' West of B St CL in SR-126, 32' S of CL |
| 420 | SS Manhole | 540' West of B St CL in SR-126, 32' N of CL |
| 436 | Storm Drain MH | 720' West of B St CL in SR-126, 36' N of CL |
| 440 | SS Manhole | 735' West of B St CL in SR-126, 32' N of CL |
| 455 | Storm Drain MH | 402' East of CSt in SR-126, 34' N of CL |
| 460 | SS Manhole | 350' East of C St CL in SR-126, 36' N of CL |
| 462 | Water Valve | 335' East of C St CL in SR-126, 35' S of CL |
| 476 | Water Valve | 15' East of C St CL in SR-126, 33' S of CL |
| 480 | SS Manhole | 7' West of C St CL in SR-126, 37' N of CL |
| 500 | SS MH Replace | 7' West of C St CL in SR-126, 25' N of CL |
| 502 | Water Valve | 4' West of B St CL in SR-126, 31' S of CL |
| 504 | Water Valve | 2' West of B St CL in SR-126, 34' S of CL |
| 506 | Water Valve | 4' West of B St CL in SR-126, 36' S of CL |
| 520 | SS Manhole | 355' West of C St CL in SR-126, 24' N of CL |
| 540 | SS Manhole | 435' East of Los Serenos Dr CL in SR-126, 30' N of CL |
| 560 | SS MH Replace | 90' East of Los Serenos Dr CL in SR-126, 30' N of CL |

| | | |
|-----|---------------|---|
| 564 | Water Valve | at CL Los Serenos Dr in SR-126, 41' N of CL |
| 580 | SS MH Replace | 15' East of D St CL in SR-126, 30' N of CL |
| 610 | SS Manhole | 15' East of A St CL in SR-23 |
| 620 | SS Manhole | 7' West of A St CL in SR-23 |
| 630 | SS Manhole | 7' West of A St CL in SR-23 |
| 640 | SS Manhole | 7' West of A St CL in SR-23, 5' N of River St CL |
| 650 | SS Manhole | 38' West of A St CL in River St, 5' N of River St CL |
| 651 | Water Valve | 25' West of A St CL in River St, 15' N of River St CL |
| 652 | Water Valve | 24' East of A St CL in River St, 20' N of River St CL |
| 653 | Water Valve | 33' East of A St CL in River St, 30' N of River St CL |

APPENDIX C

CALTRANS ENCROACHMENT PERMIT

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT
 TR-0120 (REV. 6/2012)

| | |
|--|------------------------------------|
| Permit No. 07-19-N-MC-2629 | |
| Dist/Co/Rte/PM 07-VEN-126, PM 20.271/21.975 | |
| Permit Approval Date 11/01/2019 | |
| Fee Paid \$ EXEMPT | Deposit \$ EXEMPT |
| Performance Bond Amount (1) \$ 0.00 | Payment Bond Amount (2) \$ 0.00 |
| Bond Company | |
| Bond Number (1) | Bond Number (2) |

In compliance with (Check one):

- Your application of October 31, 2019
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- RW Contract No. _____ of _____

TO: City of Fillmore
 250 Central Avenue
 Fillmore, CA 93015
 Attn: Roxanne Hughes 805-890-8885

PERMITTEE

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

Adjust 24 manhole and 32 water valve covers to grade, and perform temporary traffic control within State right of way, on CA-126 (Ventura Street) from D Street to Pole Creek; in the city of Fillmore; all in accordance with current State specifications and standard plans, Encroachment Permits Special Provisions, and the stamped Caltrans Permits Plans.

Double Permit Fees: \$2,870.00

*** Traffic control plans shall be submitted for approval as part of double permit. ***

A pre-job meeting with the assigned Caltrans Representative, Jasraj Singh (jasraj.singh@dot.ca.gov), (818) 370-1272, is required at least 7 days prior to start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.

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

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

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Storm Water Special Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Storm Water Pollution Prevention Plan / Water Pollution Control Plan

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

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

(if any Caltrans effort expended)

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

This permit is void unless the work is completed before May 31, 2020

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 the other necessary permits and the environmental clearances have been obtained.

PERMIT ENGINEER: Vito Buranabul
 COPIES TO:
 Maintenance West Region
 J. Singh, Permit Insp.
 File

Vito Buranabul

APPROVED:

BY:

John Bulinski, District Director

[Signature]
 GODSON OKEREKE, P.E., District Permit Engineer

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

VB
75

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.
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 Ventura | | 2. ROUTE 126 | 3. POST MILE 19.9-22.1 20.271 / 21.975 |
| 4. ADDRESS OR STREET NAME VENTURA STREET AND A STREET | | 5. CITY FILLMORE | |
| 6. CROSS STREET (Distance and direction from project site) SR126 FROM D ST TO E/POLE CREEK | | | |
| 7. WORK TO BE PERFORMED BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> CONTRACTOR | | 8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number | |
| 9. ESTIMATE START DATE NOVEMBER 2019 | | 10. ESTIMATED COMPLETION DATE JANUARY 2020 | |
| 11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 20 | | 12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY \$130K | |
| 13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", which branch? | | 14. FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE <input type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017) | |
| 15. CALTRANS PROJECT CODE (ID) N/A | | 16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER N/A | |

| FOR CALTRANS USE | |
|-----------------------|--------------------------|
| TRACKING NO. | 719-NMC-2629 |
| DIST/CO/RTE/PM | 07-VEN-126-20.271/21.975 |
| SIMPLEX STAMP | 2629 |
| DATE OF SIMPLEX STAMP | 10/31/19 |

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17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)
Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.
CALTRANS PAVED OVER ALL OF THE CITY-OWNED STORM DRAIN AND MANHOLE COVERS AND WATER VALVE COVERS ON SR126. THE CITY HAS NO ACCESS TO OUR UTILITIES AND NEEDS TO GET A CONTRACTOR ON BOARD TO RAISE THEM ALL. FOR COST EFFECTIVENESS, THE CITY IS REQUIRING THE CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLAN FOR APPROVAL WITH DOUBLE PERMIT BY CALTRANS AS A PART OF THE CONSTRUCTION CONTRACT. THERE ARE 24 MANHOLES AND 32 WATER VALVE COVERS TO RAISE TO GRADE AS A PART OF THIS PROJECT ON SR126. PROJECT TO BE PERFORMED AS NIGHT WORK.

W. Region
J. Singh, Insp.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

Traffic lane Shoulder Sidewalk Median At or near an intersection Mobile work

Outside of the shoulder, _____ feet from edge of pavement Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

No traffic control needed State Standard Plans (T-Sheets) # _____

Project specific Traffic Control Plans included To be submitted by contractor

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.
 719-NHC-2629

| | | | | | |
|---|----------------------------------|----------------------|---|------------------|--|
| 19. EXCAVATION | MAX. DEPTH (in) 4 | MIN. DEPTH (in) 2 | AVG. WIDTH (in) 2 | LENGTH (ft) 2 | SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) ASPHALT |
| 20. PIPES | PRODUCT BEING TRANSPORTED N/A | | CARRIER PIPE DIAMETER N/A (in.) MATERIAL N/A | | CASING PIPE DIAMETER N/A (in.) MATERIAL N/A |
| PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) N/A | | | | | VOLTAGE / PSIG N/A |

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?
 NO YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?
 YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)

COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER THIS IS A CITY PROJECT

CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____

NO (if "NO", check the category below which best describes the project AND answer questions A-K)

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING FENCE EROSION CONTROL

PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS MAILBOX LANDSCAPING

FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS OTHER _____

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

Your answers to these questions will assist Caltrans 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. 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?
 N/A

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?
 N/A

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

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering of pipe)?
 N/A

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

F. Are there any recreational trails or paths within the limits of the proposed project?
 N/A

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

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

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

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

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

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OFFICE OF PERMITS

TRACKING NO. 719-NMC-2629

22. Will the proposed 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)
23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) YES NO (if "YES", provide a description)
24. Is work being done on the applicant's property in addition to State Highway right-of-way? YES NO
(If "YES", attach 6 complete sets of site and grading plans)
25. Will the proposed project require the disturbance of soil? YES NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: _____
and estimate the area of disturbed soil outside State Highway right-of-way in acres: _____
26. Will the proposed project require dewatering? YES NO
If "YES", estimate Total gallons AND gallons/month _____ (Total gallons) AND _____ (gallons/month)
SOURCE*: STORMWATER NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)
27. How will any storm water or ground water be disposed?
 Storm Drain System Combined Sewer / Stormwater System Stormwater Retention Basin N/A
 Other (explain) _____

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.
 718-NMC-2625

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

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)
 CITY OF FILLMORE

ADDRESS OF APPLICANT (Include City, State and Zip Code)
 250 CENTRAL AVENUE, FILLMORE, CA 93015

E-MAIL ADDRESS
 ROXANNEH@CI.FILLMORE.CA.US

PHONE NUMBER
 805.890.8885

FAX NUMBER

29. NAME OF AUTHORIZED AGENT / ENGINEER
 (A "Letter of Authorization" is required if different from #28)
 ROXANNE HUGHES, CITY ENGINEER CITY OF FILLMORE

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)
 250 CENTRAL AVENUE, FILLMORE, CA 93015

E-MAIL ADDRESS
 ROXANNEH@CI.FILLMORE.CA.US

PHONE NUMBER
 805.890.8885

FAX NUMBER

IS A LETTER OF AUTHORIZATION ATTACHED?
 YES NO

30. NAME OF BILLING CONTACT (Same as #28 Same as #29
 BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)
 E-MAIL ADDRESS
 PHONE NUMBER
 FAX NUMBER

RECEIVED

OCT 31 2019

OFFICE OF PERMITS

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*
 Roxanne Hughes

32. PRINT OR TYPE NAME
 ROXANNE HUGHES

33. TITLE
 CITY ENGINEER

34. DATE
 10/4/2019

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT FEE CALCULATION SHEET
 TR-0406 (NEW 06/2015)

RECEIVED

PERMIT NO: 719-WMC-2029
 WORK ORDER/REFERENCE NUMBER

THIS PAGE IS FOR CALTRANS USE ONLY **OCT 31 2019**

DEFERRED BILLING (Utility) EXEMPT PROJECT CODE (ID):

OFFICE OF PERMITS

1. REVIEW..... 5 hours @ \$ 82.00 / hour = \$ 410 -
 INSPECTION..... 33 hours @ \$ 82.00 / hour = \$ 2,706 -
 FIELD WORK..... _____ hours @ \$ 82.00 / hour = \$ _____
 EQUIPMENT AND MATERIALS..... _____ \$ _____
 CALCULATED BY: VB DATE: 11/1/19 AMOUNT: \$ 3,116 -

2. REVIEW..... _____ hours @ \$ 82.00 / hour = \$ _____
 INSPECTION..... _____ hours @ \$ 82.00 / hour = \$ _____
 FIELD WORK..... _____ hours @ \$ 82.00 / hour = \$ _____
 EQUIPMENT AND MATERIALS..... _____ \$ _____
 CALCULATED BY: _____ DATE: _____ AMOUNT: \$ _____

3. REVIEW..... _____ hours @ \$ 82.00 / hour = \$ _____
 INSPECTION..... _____ hours @ \$ 82.00 / hour = \$ _____
 FIELD WORK..... _____ hours @ \$ 82.00 / hour = \$ _____
 EQUIPMENT AND MATERIALS..... _____ \$ _____
 CALCULATED BY: _____ DATE: _____ AMOUNT: \$ _____

4. REVIEW..... _____ hours @ \$ 82.00 / hour = \$ _____
 INSPECTION..... _____ hours @ \$ 82.00 / hour = \$ _____
 FIELD WORK..... _____ hours @ \$ 82.00 / hour = \$ _____
 EQUIPMENT AND MATERIALS..... _____ \$ _____
 CALCULATED BY: _____ DATE: _____ AMOUNT: \$ _____

DEPOSITS

1. CHECK NUMBER: _____ NAME ON CARD/CHECK: _____
 CREDIT CARD PHONE NUMBER: _____
 CASH CASHIER'S INITIALS: _____ DATE: _____ AMOUNT: \$ _____

2. CHECK NUMBER: _____ NAME ON CARD/CHECK: _____
 CREDIT CARD PHONE NUMBER: _____
 CASH CASHIER'S INITIALS: _____ DATE: _____ AMOUNT: \$ _____

3. CHECK NUMBER: _____ NAME ON CARD/CHECK: _____
 CREDIT CARD PHONE NUMBER: _____
 CASH CASHIER'S INITIALS: _____ DATE: _____ AMOUNT: \$ _____

4. CHECK NUMBER: _____ NAME ON CARD/CHECK: _____
 CREDIT CARD PHONE NUMBER: _____
 CASH CASHIER'S INITIALS: _____ DATE: _____ AMOUNT: \$ _____

TOTAL DEPOSITS: \$ _____

CASH DEPOSIT IN LIEU OF BOND DATE: _____ AMOUNT: \$ _____
 PERFORMANCE BOND DATE: _____ AMOUNT: \$ _____
 PAYMENT BOND DATE: _____ AMOUNT: \$ _____
 IS LIABILITY INSURANCE REQUIRED? YES NO AMOUNT: \$ _____

City of Fillmore

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT
 TR-0120 (REV. 6/2012)

| | |
|---|------------------------------------|
| Permit No. 07-19-N-MC-2627 | |
| Dist/Co/Rte/PM 07-VEN-23, PM R24.0/24.15 | |
| Permit Approval Date 11/01/2019 | |
| Fee Paid \$ EXEMPT | Deposit \$ EXEMPT |
| Performance Bond Amount (1) \$ 0.00 | Payment Bond Amount (2) \$ 0.00 |
| Bond Company | |
| Bond Number (1) | Bond Number (2) |

In compliance with (Check one):

- Your application of _____ October 31, 2019
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO: City of Fillmore
 250 Central Avenue
 Fillmore, CA 93015
 Attn: Roxanne Hughes 805-890-8885

PERMITTEE

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

Adjust 5 manhole and 3 water valve covers to grade, and perform temporary traffic control within State right of way, on CA-23 (A Street) from CA-126 to River Street; in the city of Fillmore; all in accordance with current State specifications and standard plans, Encroachment Permits Special Provisions, and the stamped Caltrans Permits Plans.

Double Permit Fees: \$1,230.00

*** Traffic control plans shall be submitted for approval as part of double permit. ***

A pre-job meeting with the assigned Caltrans Representative, Jasraj Singh (jasraj.singh@dot.ca.gov), (818) 370-1272, is required at least 7 days prior to start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.

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

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

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Storm Water Special Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Storm Water Pollution Prevention Plan / Water Pollution Control Plan

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

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

(if any Caltrans effort expended)

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

This permit is void unless the work is completed before May 31, 2020

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 the other necessary permits and the environmental clearances have been obtained.

PERMIT ENGINEER: Vito Buranabul
 COPIES TO:
 Maintenance West Region
 J. Singh, Permit Insp.
 File

Vito Buranabul

APPROVED:

BY:

John Bulinski

John Bulinski, District Director

GODSON OKEREKE, P.E., District Permit Engineer

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FM 91 1436 (D7 Permit App.)

10
13

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.
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:

| FOR CALTRANS USE | |
|-----------------------|-------------------|
| TRACKING NO. | 719-NMC-2627 |
| DIST/CO/RTE/PM | 07-VEN-23-24.0/24 |
| SIMPLEX STAMP | 2627 |
| DATE OF SIMPLEX STAMP | 10/31/19 |

| | | |
|--|---|----------------------------|
| 1. COUNTY Ventura | 2. ROUTE 23 | 3. POST MILE 24.0-24.15 |
| 4. ADDRESS OR STREET NAME VENTURA STREET AND A STREET | 5. CITY FILLMORE | |
| 6. CROSS STREET (Distance and direction from project site) HWY 23 FROM SR 126 TO South of RIVER Street (City Limit) | | |
| 7. WORK TO BE PERFORMED BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> CONTRACTOR | 8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number | |
| 9. ESTIMATE START DATE NOVEMBER 2019 | 10. ESTIMATED COMPLETION DATE JANUARY 2020 | |
| 11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 20 | | |
| 12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY \$130K | | |
| 13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", which branch? | | |
| 14. FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE <input type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017) | | |
| 15. CALTRANS PROJECT CODE (ID) N/A | 16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER N/A | |

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)
Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.
CALTRANS PAVED OVER ALL OF THE CITY-OWNED STORM DRAIN AND MANHOLE COVERS AND WATER VALVE COVERS ON HWY 23. THE CITY HAS NO ACCESS TO OUR UTILITIES AND NEEDS TO GET A CONTRACTOR ON BOARD TO RAISE THEM ALL. FOR COST EFFECTIVENESS, THE CITY IS REQUIRING THE CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLAN FOR APPROVAL WITH DOUBLE PERMIT BY CALTRANS AS A PART OF THE CONSTRUCTION CONTRACT. THERE ARE 5 MANHOLES AND 3 WATER VALVE COVERS TO RAISE TO GRADE AS A PART OF THIS PROJECT IN HWY 23. PROJECT TO BE PERFORMED AS NIGHT WORK.

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OCT 31 2019

OFFICE OF PERMITS

W. Resion
J. Singh, Insa

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

Traffic lane Shoulder Sidewalk Median At or near an intersection Mobile work

Outside of the shoulder, _____ feet from edge of pavement Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

No traffic control needed State Standard Plans (T-Sheets) # _____

Project specific Traffic Control Plans included To be submitted by contractor

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.
 719-NMC-2627

| | | | | | |
|----------------|----------------------------------|---|--|---|--|
| 19. EXCAVATION | MAX. DEPTH (in) 4 | MIN. DEPTH (in) 2 | AVG. WIDTH (in) 2 | LENGTH (ft) 2 | SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) ASPHALT |
| 20. PIPES | PRODUCT BEING TRANSPORTED N/A | CARRIER PIPE DIAMETER N/A (in.) MATERIAL N/A | CASING PIPE DIAMETER N/A (in.) MATERIAL N/A | PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) N/A | |
| | | | | | VOLTAGE / PSIG N/A |

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?
 NO YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?
 YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)
 COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER THIS IS A CITY PROJECT
 CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____
 NO (if "NO", check the category below which best describes the project AND answer questions A-K)
 DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING FENCE EROSION CONTROL
 PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS MAILBOX LANDSCAPING
 FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS OTHER _____

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

Your answers to these questions will assist Caltrans 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. 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?
N/A
- B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?
N/A
- C. Is the proposed project located within five miles of the coast line?
N/A
- D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?
N/A
- E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?
N/A
- F. Are there any recreational trails or paths within the limits of the proposed project?
N/A
- G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?
N/A
- H. Will the proposed project impact access to any businesses or residences?
N/A
- I. Will the proposed project impact any existing public utilities or public services?
N/A
- J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?
N/A
- K. Will new lighting be constructed within or adjacent to State Highway right-of-way?
N/A

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 OCT 31 2019
 OFFICE OF PERMITS

TRACKING NO.
719-NMC-2627

22. Will the proposed 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)

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) YES NO (if "YES", provide a description)

24. Is work being done on the applicant's property in addition to State Highway right-of-way? YES NO
(If "YES", attach 6 complete sets of site and grading plans)

25. Will the proposed project require the disturbance of soil? YES NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: _____
and estimate the area of disturbed soil outside State Highway right-of-way in acres: _____

26. Will the proposed project require dewatering? YES NO
If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)
SOURCE*: STORMWATER NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)

27. How will any storm water or ground water be disposed?
 Storm Drain System Combined Sewer / Stormwater System Stormwater Retention Basin N/A
 Other (explain) _____

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OCT 31 2019
OFFICE OF PERMITS

TRACKING NO.
 719-NMC-2627

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

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RECEIVED

OCT 31 2019

| | | | |
|--|------------------------------|------------|---|
| 28. NAME OF APPLICANT (Project or Property Owner or Organization) CITY OF FILLMORE | | | OFFICE OF PERMITS |
| ADDRESS OF APPLICANT (Include City, State and Zip Code) 250 CENTRAL AVENUE, FILLMORE, CA 93015 | | | |
| E-MAIL ADDRESS ROXANNEH@CI.FILLMORE.CA.US | PHONE NUMBER 805.890.8885 | FAX NUMBER | |
| 29. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of Authorization" is required if different from #28) ROXANNE HUGHES, CITY ENGINEER CITY OF FILLMORE | | | IS A LETTER OF AUTHORIZATION ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code) 250 CENTRAL AVENUE, FILLMORE, CA 93015 | | | |
| E-MAIL ADDRESS ROXANNEH@CI.FILLMORE.CA.US | PHONE NUMBER 805.890.8885 | FAX NUMBER | |
| 30. NAME OF BILLING CONTACT (Same as #28 <input checked="" type="checkbox"/> Same as #29 <input checked="" type="checkbox"/> | | | |
| BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code) | | | |
| E-MAIL ADDRESS | PHONE NUMBER | FAX NUMBER | |

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

| | | |
|---|--|-----------------------|
| 31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT* Roxanne Hughes  | 32. PRINT OR TYPE NAME ROXANNE HUGHES | 34. DATE 10/4/2019 |
| 33. TITLE CITY ENGINEER | | |

ENCROACHMENT PERMIT FEE CALCULATION SHEET RECEIVED

TR-0406 (NEW 06/2015)

PERMIT NO:

19-NMC-2627

OCT 31 2019

WORK ORDER/REFERENCE NUMBER:

THIS PAGE IS FOR CALTRANS USE ONLY

DEFERRED BILLING (Utility) EXEMPT PROJECT CODE (ID): OFFICE OF PERMITS

FEES

1. REVIEW..... 5 hours @ \$ 82.00 / hour = \$ 410 -
 INSPECTION..... 13 hours @ \$ 82.00 / hour = \$ 1,066 -
 FIELD WORK..... hours @ \$ 82.00 / hour = \$
 EQUIPMENT AND MATERIALS..... \$
 CALCULATED BY: VB DATE: 11/1/19 AMOUNT: \$ 1,476 -

2. REVIEW..... hours @ \$ 82.00 / hour = \$
 INSPECTION..... hours @ \$ 82.00 / hour = \$
 FIELD WORK..... hours @ \$ 82.00 / hour = \$
 EQUIPMENT AND MATERIALS..... \$
 CALCULATED BY: DATE: AMOUNT: \$

3. REVIEW..... hours @ \$ 82.00 / hour = \$
 INSPECTION..... hours @ \$ 82.00 / hour = \$
 FIELD WORK..... hours @ \$ 82.00 / hour = \$
 EQUIPMENT AND MATERIALS..... \$
 CALCULATED BY: DATE: AMOUNT: \$

4. REVIEW..... hours @ \$ 82.00 / hour = \$
 INSPECTION..... hours @ \$ 82.00 / hour = \$
 FIELD WORK..... hours @ \$ 82.00 / hour = \$
 EQUIPMENT AND MATERIALS..... \$
 CALCULATED BY: DATE: AMOUNT: \$

DEPOSITS

1. CHECK NUMBER: NAME ON CARD/CHECK: AMOUNT: \$
 CREDIT CARD PHONE NUMBER:
 CASH CASHIER'S INITIALS: DATE:

2. CHECK NUMBER: NAME ON CARD/CHECK: AMOUNT: \$
 CREDIT CARD PHONE NUMBER:
 CASH CASHIER'S INITIALS: DATE:

3. CHECK NUMBER: NAME ON CARD/CHECK: AMOUNT: \$
 CREDIT CARD PHONE NUMBER:
 CASH CASHIER'S INITIALS: DATE:

4. CHECK NUMBER: NAME ON CARD/CHECK: AMOUNT: \$
 CREDIT CARD PHONE NUMBER:
 CASH CASHIER'S INITIALS: DATE:

TOTAL DEPOSITS: \$

| | | | | |
|----------------------------------|--|-------|---------|----|
| CASH DEPOSIT IN LIEU OF BOND | <input type="checkbox"/> | DATE: | AMOUNT: | \$ |
| PERFORMANCE BOND | <input type="checkbox"/> | DATE: | AMOUNT: | \$ |
| PAYMENT BOND | <input type="checkbox"/> | DATE: | AMOUNT: | \$ |
| IS LIABILITY INSURANCE REQUIRED? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | AMOUNT: | \$ |

City of Fillmore