

CITY OF CAPITOLA

PROJECT SPECIFICATIONS

FOR

HIGHWAY 1

ENHANCED BIKE LANE

IMPROVEMENT PROJECT

CALTRANS DISTRICT 5

0516-NMC-0124

For use in conjunction with the State of California, Department of Transportation Standard Specifications dated May 2015, and Standard Plans dated May 2015.

BIDS OPEN: 11:00 A.M., Wednesday, April 26, 2017



CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
(831) 475-7300 – Phone
(831) 479-8879 – Fax
www.cityofcapitola.org

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CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

NOTICE INVITING SEALED BIDS

Highway 1 Enhanced Bike Lane Improvement Project

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Director of Public Works of the City of Capitola, California, on or before April 26, 2017 at the hour of 11:00 a.m. in his office at 420 Capitola Avenue, Capitola, California, 95010, for the following work and improvements in and for the City, at which time they will be publicly opened and read:

General work description: Install signing and striping to enhance bike paths across Highway 1 on- and off-ramps located at the 41st Avenue, Bay Avenue, and Park Avenue interchanges as shown on the plans and as directed by the permit provisions in State Route 1 right-of-way between post-miles 12.09 and 13.62 in the County of Santa Cruz. Work shall conform to the provisions stated in Caltrans Encroachment Permit 0516-NMC-0124.

The estimated cost of construction is \$138,000

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a corporate surety authorized to engage in such business in the State of California, payable to the City of Capitola, in an amount not less than ten percent (10%) of the amount of the total bid (including all Add Alternates). The successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract price, a Labor and Material Bond in an amount equal to one hundred percent (100%) of the contract price, and a Defective Materials and Workmanship Bond in an amount equal to ten (10%) percent of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the City of Capitola.

General requirements, plans, specifications and bid forms may be obtained at the office of the Director of Public Works, City Hall, 420 Capitola Avenue, Capitola, California 95010 or by calling (831) 475-7300 or on the City's website at www.cityofcapitola.org

This project contains two Add Alternatives, and award will be made on the basis of the total of the Base Bid plus Add Alternate 1 and Add Alternate 2. The City reserves the right to award a contract for the Base Bid only or the Base Bid plus one or both of the Add Alternatives on the bid proposal page subject to the available funds at the time of award.

The sealed bids must be addressed to the City of Capitola and must be submitted in a single sealed envelope endorsed: **"Highway 1 Enhanced Bike Lane Improvement Project"**

If the successful bidder fails, neglects, or refuses for ten (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the City and shall be collected by it and paid into its general fund. After the bids have been opened, no bidder will be allowed to withdraw its bid without forfeiting the bid guaranty, unless permitted to do so by the Director of Public Works.

The Contractor shall possess a current Class A and/or C-12 and/or C-8 License at the time of award of the contract.

The City Council reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall be

final. The City Council shall have fifteen (15) calendar days from and after the opening of the bids within which to make its determination.

The Contractor receiving the award of the contract shall begin work within fifteen (15) calendar days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within thirty (30) working days.

The City of Capitola, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex or national origin.

Prevailing Rate of Wages: In accordance with the provisions of the California Labor Code, the City Council hereby determines that the general prevailing per diem rate of wages in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of the contract, is the Union Wage Scale established for Santa Cruz County, which wage scale as of the execution date of this contract is incorporated herein as if fully set forth. Overtime shall be not less than one and one-half (1-1/2) times the established rates. Sundays and holidays shall be not less than two (2) times the established rates. In payment of labor, the Contractor shall comply with the provisions of the Labor Code of the State of California, Sections 1770 to 1781 inclusive (Article 2, Chapter 1, Part 7, Division 2), and any acts amendatory thereto.

Department of Industrial Relations:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

Dated: _____

Steven E. Jesberg
Public Works Director

DO NOT REMOVE FROM SPECIFICATION PACKET

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

BID PROPOSAL

Highway 1 Enhanced Bike Lane Improvement Project

The undersigned, as bidder, declares that all the contract documents herein contained have been thoroughly examined, that this bid proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

Bidder proposes and agrees, if this bid proposal is accepted, that Bidder will contract with the City of Capitola, Santa Cruz County, California, in the form of the copy of the agreement herein contained, to provide all necessary machinery, tools, apparatus and other means of construction; to furnish all materials, to provide all labor, and to construct the improvements in conformity with the specifications and drawings and other contract provisions herein contained or reasonably implied thereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the Director of Public Works; to pay all charges of freight transportation and hauling and all applicable taxes; to indemnify the City against any loss or damage arising from any act of the undersigned as Contractors; and that Bidder will take in full payment therefore an amount computed by the Director of Public Works and based upon the unit prices as set forth in this bid proposal.

It is understood that the quantities set forth herein are approximate only and are for the purpose of comparing bids.

The amount to be paid the Contractor shall be the amount of work in each item actually constructed, multiplied by the unit prices set forth as follows:

Contractor's Name:

BASE BID – 41ST AVENUE INTERCHANGE

Item No.	Item Description	Units	Unit Price	Quantity	Total
1.	Caltrans Encroachment Permit	LS	\$ _____	1	
2.	Mobilization	LS	\$ _____	1	
3.	Traffic Control and Construction Area Signs	LS	\$ _____	1	
4.	Remove Thermoplastic Traffic Stripe	LF	\$ _____	1192	
5.	Remove Thermoplastic Pavement Marking	SF	\$ _____	144	
6.	Roadside Sign	EA	\$ _____	3	
7.	4" Thermoplastic Traffic Stripe	LF	\$ _____	271	
8.	6" Thermoplastic Traffic Stripe	LF	\$ _____	2065	
9.	8" Thermoplastic Traffic Stripe	LF	\$ _____	324	

10.	Thermoplastic Pavement Marking	SF	\$ _____	228	
11.	Green Colored Pavement Marking	SF	\$ _____	2464	
TOTAL BASE BID					\$ _____

ADD ALTERNATE 1 – BAY AVENUE INTERCHANGE

Item No.	Item Description	Units	Unit Price	Quantity	Total
12.	Mobilization	LS	\$ _____	1	
13.	Traffic Control and Construction Area Signs	LS	\$ _____	1	
14.	Remove Thermoplastic Traffic Stripe	LF	\$ _____	175	
15.	Roadside Sign	EA	\$ _____	1	
16.	6" Thermoplastic Traffic Stripe	LF	\$ _____	933	
17.	Thermoplastic Pavement Marking	SF	\$ _____	112	
18.	Green Colored Pavement Marking	SF	\$ _____	1200	
TOTAL ADD ALTERNATE 1					\$ _____

ADD ALTERNATE 2 – PARK AVENUE INTERCHANGE

Item No.	Item Description	Units	Unit Price	Quantity	Total
19.	Mobilization	LS	\$ _____	1	
20.	Traffic Control and Construction Area Signs	LS	\$ _____	1	
21.	Remove Thermoplastic Traffic Stripe	LF	\$ _____	1152	
22.	Remove Thermoplastic Pavement Marking	SF	\$ _____	164	
23.	Roadside Sign	EA	\$ _____	4	
24.	6" Thermoplastic Traffic Stripe	LF	\$ _____	1685	
25.	Thermoplastic Pavement Marking	SF	\$ _____	140	
26.	Green Colored Pavement Marking	SF	\$ _____	1848	
TOTAL ADD ALTERNATE 2					\$ _____

TOTAL BASE BID plus ADD ALTERNATE 1 and ADD ALTERNATE 2	
_____ Dollars and _____ Cents	

The City will award the contract to the lowest responsible bidder complying with the instructions in the Notice Inviting Sealed Bids. The lowest bidder will be determined on the basis of the total of the Base Bid plus Add Alternate 1 and Add Alternate 2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more item totals in the bid schedule does not equal the total amount bid, the individual item totals shall govern and the corrected sum shall be deemed to be the amount bid.

The City reserves the right to award a contract for the Base Bid only or the Base Bid plus one or both of the Add Alternatives on the bid proposal page subject to the available funds at the time of award.

The undersigned agrees, if this bid proposal is accepted by the City Council and if a contract for the performance of the work is entered into by and between the City of Capitola and the undersigned, to plan the work and prosecute it with such diligence that all of the work shall be completed within thirty (30) calendar days after receipt of the Notice to Proceed.

The undersigned further agrees that if this bid proposal is accepted, to sign the agreement and to furnish the required bonds with satisfactory surety or sureties within ten (10) calendar days after the award of the contract and if the undersigned fails to contract as aforesaid, it shall be understood that the contract has been abandoned and therefore that this bid proposal and the bid guaranty shall be forfeited to and become the property of the City. Otherwise, the bid guaranty accompanying this bid shall be returned to the undersigned.

Dated this _____ day of _____, 20_____.

Signature of Bidder

Bidder's Address

Printed Name of Bidder

City, State, Zip Code

Email Address

Telephone No.

REQUIRED CONTRACTOR INFORMATION

NOTICE: In the case of a corporation, give below the address of the principal office thereof and the names and addresses of the president, secretary, treasurer and manager:

Tax ID No. or Social Security No _____

Contractor's License No. _____ Classification(s) _____

Expiration date: _____

Classification of workers used on job:

Acknowledgement of Addendum(s): Receipt of the following addendum(s) issued during the time of bidding is acknowledged and the information contained therein has been considered in the preparation of this bid proposal.

Note: Failure to execute the following may be considered as an irregularity in the bid proposal.

Addendum No. (None ___), (1 ___), (2 ___), (3 ___), (4 ___), (5 ___)

Check appropriate space(s).

I certify under penalty of perjury that the representations made herein are true and correct to the best of my knowledge.

Signature of Bidder

Printed Name of Bidder

LIST OF PROPOSED SUBCONTRACTORS

List the name and address of each subcontractor who will perform work or labor or render service to the Contractor on the project in an amount in excess of one half of one percent (1/2%) of the total bid, or, if it exceeds \$10,000.00, whichever is greater, and the portion of the work to be done by each subcontractor.

Work to be Performed	License Number and type	% Of Total Contract	Subcontractor's Name Address & Telephone	Classification of Workers used on job
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note: Attach additional sheets if required.

General Contractor shall perform a minimum of 30% of the contract work.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

State of California)
City of Capitola) ss.
County of Santa Cruz)

_____, being first duly sworn, deposes and says that he
(Bidder's Name)
or she is _____ of _____
(Title) (Company)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature of Bidder)

(NOTE: Signatures for those executing for the Non-Collusion Affidavit must be properly acknowledged.)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, _____

as SURETY, are held and firmly bound unto the CITY OF CAPITOLA, State of California, hereinafter called the CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above-named, submitted by said Principal to the City, for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of _____

_____ (\$ _____) DOLLARS.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Capitola, California, on Wednesday April 26, 2017, for:

Highway 1 Enhanced Bike Lane Improvement Project

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds: one to guarantee faithful performance, and one to guarantee payment for labor and materials, as required by law; then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein-named Principal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

PRINCIPAL: _____(Seal)
_____(Seal)
_____(Seal)

SURETY: _____(Seal)
_____(Seal)
_____(Seal)

ADDRESS

TELEPHONE NUMBER

(Note: Signatures of those executing for the Surety must be properly acknowledged.)

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

AGREEMENT
Highway 1 Enhanced Bike Lane Improvement Project

THIS AGREEMENT, made this _____ day of _____, 201____, by and between the City of Capitola, a Municipal Corporation, in Santa Cruz County, California, hereinafter called the City, and _____ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, plans and other contract documents, for the work herein described and shown and has approved and adopted these contract documents, specifications and plans and has caused to be published in the manner and for the time required by law, a Notice Inviting Sealed Bids for doing the work in accordance with the terms of this contract, and

WHEREAS, the Contractor in response to said notice has submitted to the City a sealed bid proposal accompanied by a bid guaranty in an amount not less than ten percent (10%) of the amount bid for the construction of all of the proposed work in accordance with the terms of this contract, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted and as a result has determined and declared the Contractor to be the lowest responsible bidder and has duly awarded to the Contractor a contract for all of the work and for the sum or sums named in the bid and in this agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. WORK TO BE DONE:

That the Contractor shall provide all necessary labor, machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence and overhead expenses of whatever nature necessary to construct all of the improvements for the City of Capitola in conformity with the specifications and plans and other contract documents and according to such instructions as may be given by the City of Capitola Director of Public Works or its authorized agent.

ARTICLE II. CONTRACT PRICES:

Except as provided in Section IV B of the Specifications ("Changes and Extra Work"), the City shall pay the Contractor according to the unit prices stated in the bid submitted by the Contractor or the total amount of the contract, whichever is less, which shall include all applicable taxes, for complete performance of the work.

The Contractor hereby agrees to accept such payment as full compensation for all materials and appliances necessary to complete the work; for all loss or damage arising from the work or from action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the work; incurred in and in consequence of the suspension or discontinuance of the work; as hereby specified; for all liability and other insurance; for all fees or royalties or other expenses on account of any patent or patents; for all overhead and other expenses incident to the work and expected profits; and for well and faithfully performing and completing the work within thirty (30) calendar days from

the date of the Notice to Proceed; all according to the contract plans and specifications, the details and instructions, and the requirements of the City Council.

ARTICLE III. PARTS OF THE CONTRACT:

That the complete contract document consists of the following:

- | | |
|----------------------------------|----------------------------|
| 1. Notice Inviting Sealed Bids | 2. Hold Harmless Clause |
| 3. Bid Proposal | 4. Performance Bond |
| 5. Non-collusion Affidavit | 6. Labor and Material Bond |
| 7. Bidder's Bond or Bid Guaranty | 8. Specifications |
| 9. Agreement | 10. Insurance Certificates |

In case of any conflict between this Agreement and any other part of the contract, this Agreement shall be binding.

IN WITNESS WHEREOF, the City has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its City Manager and its City Clerk thereunto duly authorized and the Contractor has executed these presents the day and year herein above written.

This Agreement shall be effective at such time as each party is in possession of a copy (i.e. either an original or facsimile) executed by the other party.

SO AGREED,

CITY OF CAPITOLA
A Municipal Corporation

CONTRACTOR:

By:

License No. _____

Tax ID or SSN _____
By: _____

Benjamin Goldstein
City Manager

Title: _____

Date: _____

Date: _____

Awarded by the City Council on

By signing above on behalf of the corporation, the individual so signing warrants that he/she has authority to sign this agreement on behalf of the corporation and legally bind the company to all of the obligations contained therein.

ATTEST:

City Clerk

HOLD HARMLESS CLAUSE

WHEREAS, _____, (Contractor), has been awarded a contract with the City of Capitola to perform certain work described as follows:

General work description: Install signing and striping to enhance bike paths across Highway 1 on- and off-ramps located at the 41st Avenue, Bay Avenue, and Park Avenue interchanges as shown on the plans and as directed by the permit provisions in State Route 1 right-of-way between post-miles 12.09 and 13.62 in the County of Santa Cruz. Work shall conform to the provisions stated in Caltrans Encroachment Permit 0516-NMC-0124.

Contractor hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any and all demands, claims or liabilities of any nature caused by or arising out of Contractor's negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law imposes strict liability on Contractor in the performance or nonperformance of this agreement.

Dated _____, 20____.

Contractor

By _____

Title _____

Address _____

Telephone _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____(Contractor)

of _____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation/Partnership/Individual)

_____ (Surety)

of _____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF CAPITOLA, 420 Capitola Avenue, Capitola, CA 95010, hereinafter called OWNER, in the penal sum of _____ DOLLARS (\$_____) (100% of contract amount), in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of Highway 1 Enhanced Bike Lane Improvement Project.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal/Secretary

Principal (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Principal

Surety (type)

By: _____

Address: _____

Telephone No. _____

ATTEST:

Surety/Secretary

Attorney-in-fact (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Surety

By: _____

Address: _____

Telephone No. _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)

BOND FOR SECURITY OF LABOR AND MATERIALS

WHEREAS, The City Council of the City of Capitola, State of California, and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project Highway 1 Enhanced Bike Lane Improvement Project, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Capitola, 420 Capitola Avenue, Capitola, CA 95010, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Capitola and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____

_____dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____, 20_____.

IN WITNESS WHEREOF, this instrument is executed in four (4) counter-parts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal/Secretary

Principal (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Principal

Surety (type)

By: _____

Address: _____

Telephone No. _____

ATTEST:

Surety/Secretary

Attorney-in-fact (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Surety

By: _____

Address: _____

Telephone No. _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)

**ESCROW AGREEMENT TO
SUBSTITUTE SECURITIES FOR
WITHHOLD MONEYS IN PUBLIC
CONTRACTS (OPTIONAL)**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Capitola, hereafter called "City", and

hereafter called "Contractor", having its main office at

WHEREAS, Contractor has been awarded a contract by City for Highway 1 Enhanced Bike Lane Improvement Project, and has executed a contract dated _____, 20____ with City under which contract the Contractor is obligated to construct the above project and for which City shall pay Contractor certain progress payments from which moneys will be withheld as retention to insure performance of the contract by Contractor; and

WHEREAS, Contractor elects to substitute, at Contractor's expense, certain securities as eligible under Section 16430 of the Government Code or bank or savings and loan certificates of deposit equivalent to the amount withheld from progress payments.

NOW, THEREFORE, the parties agree as follows:

1. City shall hold in escrow the sum of _____ Dollars for the account of Contractor as represented by securities identified below:

(Cash Rec. No. _____ dated _____)

2. Contractor shall be the beneficial owner of any securities held by City substituted for moneys withheld and Contractor shall receive any interest thereon.

3. City will not pay out or release any escrow funds or securities except as provided in this agreement.

4. In the event Contractor or Contractor's agents fail to perform each and every obligation of its contract with City in the manner and within the time set forth in the contract for the project, the entire amount of escrow funds or securities held in escrow shall become the property of City upon certification from the Director of Public Works that Contractor has failed to perform its contract with City and Contractor has been given thirty (30) days written notice of its default under the contract. The escrow funds and securities which become the property of City shall be used and retained by City for the purpose set forth in the contract regarding withholding and retention of funds from progress payments, and such provisions are incorporated herein as if fully set forth.

5. Upon satisfaction in full and the time expiration set forth in the contract regarding withholding and retention of funds from progress payments, the amount held in escrow or securities held by City for the benefit of Contractor shall be released to Contractor by City upon certification of the Director of Public Works that Contractor has fully performed all obligations under the contract with City.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF CAPITOLA:

By _____

CONTRACTOR:

By _____

Title _____

Address _____

Telephone _____

APPROVED AS TO FORM:

City Attorney

SPECIAL PROVISIONS

The following special provisions shall add to or modify the General Provisions of the State of California, Department of Transportation, Standard Specifications, dated May 2015 as amended.

SECTION I. DEFINITIONS AND TERMS

Whenever the following terms or pronouns in place of them are used in these specifications or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

- A. ADDENDUM. Written or graphic instrument issued prior to the opening of bid proposals which interprets, corrects, or changes the bidding or contract documents. The term "addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening bid proposals.
- B. CITY. The City of Capitola, located in Santa Cruz County, California; also sometimes referred to as the "City."
- C. ENGINEER OR CITY ENGINEER. The City Engineer of the City of Capitola or the Director of Public Works, acting either directly or through properly authorized agents.
- D. BIDDER. Any individual, firm, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- E. CONTRACTOR. The person or persons, co-partnership, or corporation who have entered into a contract with the City for performance of work covered by this contract, and its authorized agents or legal representatives.
- F. INSPECTOR. Shall mean the technical inspector or inspectors duly authorized or appointed by the Engineer.
- G. PLANS. The word "plans" shall denote drawings. The word "drawings" shall denote plans. Plans and/or drawings are a part of the specifications.
- H. SPECIFICATIONS. The directions, provisions and requirements contained herein and supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
- I. PROPOSAL FORM. The approved form on which the City Engineer requires formal bids to be prepared and submitted for the work.
- J. BID PROPOSAL. The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.
- K. CONTRACT, AGREEMENT, OR CONTRACT DOCUMENTS. The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to contractors, proposal, plans, specifications, special provisions, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

- L. WORK. All the work specified in the special provisions, proposal and contract.
- M. INSTALL. Where the word install is used, it shall also mean that the Contractor shall provide all of the materials necessary to install the item as shown on the plans or in these specifications, unless stated otherwise.
- N. CONSTRUCT. Where the word construct is used, it shall also mean that the Contractor shall provide all of the materials necessary to construct the item as shown on the plans or in these specifications, unless stated otherwise.
- O. PLACE. Where the word place is used, it shall also mean to provide all of the materials for the complete installation of the item denoted.
- P. ADVERTISEMENT. The published Notice Inviting Sealed Bids for the construction of the project.
- Q. STANDARD SPECIFICATIONS. The State of California, Department of Transportation, Standard Specifications, dated May 2015 as amended, also referred to as the State Specifications.
- R. STANDARD PLANS. The State of California, Department of Transportation, Standard Plans, dated May 2015 as amended, also referred to as the State Standard Plans.
- S. STATE. The State of California, including the Department of Transportation (Caltrans), California Highway Patrol, or any other State of California agency whose action or oversight is related to the work.

SECTION II. BID REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions of Section 2 of the State Specifications for the requirements and conditions which must be observed in the preparation of the bid proposal forms and the submission of the bid and these special provisions.

- A. CONTENTS OF BID PROPOSAL FORMS. Prospective bidders will be furnished with forms which will state the location and description of the contemplated work to be performed, for which a bid is asked.
- B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK. The bidder shall examine carefully the site of the work contemplated and the plans, specifications and proposal and contract forms thereof. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character and quality of work to be performed and as to the materials to be furnished, as to the requirements of these specifications, the special provisions and the contract.

For convenience in designation on the plans or in the specifications, certain materials or articles to be incorporated in the work may be designated under a trade name or the name of a manufacturer and the manufacturer's catalog information. The request for substitution of a similar or equivalent material or article shall not be made before the submission of a bid proposal and/or award of the contract. Attention is directed to the provisions under "Submittals," of Section VI elsewhere in the special provisions.

If any person contemplating submitting a bid proposal for proposed contract is in doubt as to the true meaning of or finds discrepancies in or omissions from any part of the plans, specifications, or other contract documents, the person may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a copy of the contract documents. No person is authorized to make any oral interpretation or correction of any provision in the contract documents to any bidder, and no bidder shall rely on any such oral interpretation or correction.

- C. BID PROPOSAL FORMS. **All bids shall be made upon the blank forms provided herein, which shall be void if detached from these specifications.** All items shall be properly filled out. Numbers shall be stated in figures. The signatures of all persons signing shall be in long hand. If the bid is submitted by an individual, the individual's name and post office address must be shown. If submitted by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If submitted by a corporation, the bid proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary, treasurer and manager.
- D. REJECTION OF BIDS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.
- E. BID GUARANTEE. All bids shall be presented under sealed cover and shall be accompanied by a cashier's check, certified check or Bidder's Bond made payable to the City of Capitola, for an amount equal to at least TEN PERCENT (10%) of the amount of said bid.
- F. WITHDRAWAL OF BIDS. Any bid may be withdrawn by the bidder prior to but not after the time fixed for the opening of bids, provided that a request in writing for the withdrawal of such bid, executed by the bidder or bidder's duly authorized representative, is filed with the Director of Public

Works of the City of Capitola. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

- G. DISQUALIFICATIONS OF BIDDERS. More than one bid from an individual, a firm or partnership, a corporation or an 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 said bidder is interested.
- H. COMPETENCY OF BIDDERS. With each and every bid and forming a part thereof, the City Council will require the bidder to furnish a statement of bidder's financial responsibility, technical ability, and experience.

SECTION III. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3 of the State Specifications for the requirements and conditions concerning award and execution of contract and these special provisions.

- A. AWARD OF CONTRACT OR REJECTION OF BIDS. All bids shall be subject to the approval of the City Council, which reserves unto itself the right to accept or reject any or all bids and waive any irregularities or informalities of bids as it may deem for the best interest of the City, and whose determination as to whose bid is the lowest responsible bid shall be final and conclusive. The award, if made, will be made within fifteen (15) calendar days after the opening of the bids. City shall not be bound until the contract has been fully executed.
- B. RETURN OF BID GUARANTEES. Within thirty (30) calendar days after the award of the contract, the City will return the bid guarantees accompanying the bids, which are not being considered in making the award. All other bid guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompany.
- C. CONTRACT BONDS. The successful bidder simultaneously with the execution of the agreement will be required to furnish, on forms provided herein:
1. PERFORMANCE BOND in the amount equal to one hundred percent (100%) of the contract price, and must be by a corporate surety authorized to engage in such business in California, payable to the City of Capitola.
 2. LABOR AND MATERIAL BOND in an amount equal to one hundred percent (100%) of the contract price, and must be by a corporate surety authorized to engage in such business in California, payable to the City of Capitola.
 3. DEFECTIVE MATERIALS AND WORKMANSHIP BOND in an amount equal to ten (10%) of the contract price, and must be by a corporate surety authorized to engage in such business in California, payable to the City of Capitola and valid for a one (1) year period commencing on the date of contract completion.

This bond shall be provided to the City prior to release of the five (5%) project retention.

- D. EXECUTION OF CONTRACT. The contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance certificates, within ten (10) calendar days after the award of the contract. If bidder fails to do so, the City Council without further proceedings may declare the bid guarantee forfeited.
- E. PENALTY FOR FAILURE TO SIGN CONTRACT. A successful bidder who fails, neglects or refuses to sign the contract and file acceptable bonds as required, within the time specified, shall have the bid guarantee forfeited to the City as liquidated damages.
- F. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California. This substitution shall be effected prior to submittal of Contractor's first progress billing to the City for work under this contract.
- G. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES. Attention is directed to the provisions of Section 8-1.03, "Beginning of Work," Section 8-1.06, "Time of

Completion," and Section 8-1.07, "Liquidated Damages," of the State Specifications and these special provisions.

The counting of calendar days shall commence upon on upon the date stated in the "Notice to Proceed." The Contractor shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed and shall diligently prosecute the same to completion before the expiration of thirty (30) calendar days from the date of the Notice to Proceed.

The Contractor shall pay to the City of Capitola the sum of \$800.00 (Eight Hundred Dollars and Zero Cents) per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed herein.

SECTION IV. SCOPE OF WORK

- A. WORK TO BE DONE. The work to be done on this project consists, in general, of the following:

Install signing and striping to enhance bike paths across Highway 1 on- and off-ramps located at the 41st Avenue, Bay Avenue, and Park Avenue interchanges as shown on the plans and as directed by the permit provisions in State Route 1 right-of-way between post-miles 12.09 and 13.62 in the County of Santa Cruz. Work shall conform to the provisions stated in Caltrans Encroachment Permit 0516-NMC-0124.

- B. CHANGES AND EXTRA WORK. Changes and extra work, if found necessary, shall be done in accordance with the provisions of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications and these special provisions.

The City may require changes in, additions to or deductions from, the work to be performed or the materials to be furnished under this Contract pursuant to the provisions of the Contract Documents.

No change to the work shall be made, extra work performed, or deduction from the work made unless in pursuance of a written change order from the City, signed by the Director of Public Works or its authorized representative, stating that the change, addition, deletion, or any combination thereof is authorized. Written field orders may be issued to the contractor pending the issuance of a formal change order. No claim for additional payment shall be considered unless so ordered.

Adjustments to the contract amount by reason of a duly authorized change order shall be determined on the basis of one of the following methods, at the option of the Director of Public Works:

1. On the basis of an acceptable lump sum proposal from the Contractor in response to a quotation request.
2. On the basis of unit prices specified in the Contractor's proposal.
3. On the basis of actual necessary cost plus fifteen (15) percent to cover superintendence, general expense and profit, hereinafter referred to as "Force Account Work."

Force Account Work, if ordered, shall be adjusted and certified daily on record sheets acceptable to the Director of Public Works and signed by both he and the Contractor. Such daily report sheets shall thereafter be considered as the true record of Force Account Work done. Computation of actual costs shall include wages paid for workers and any employer payment made to, or on behalf of, workers for health, welfare, pension, vacation plans or similar purposes. Equipment costs shall be on the basis of generally accepted rental schedules for the locality. Material costs shall be supported by supplier's invoices.

When a lump sum proposal for extra work is requested from the Contractor, such quotation request shall be furnished by the Contractor, and a quotation for the work involved delivered to the Director of Public Works within five (5) calendar days. If the Director of Public Works finds said proposal unacceptable, he may then proceed with such extra work by Force Account or such other means as are available under the provisions of the contract.

- C. INTERPRETATION OF SPECIFICATIONS AND DRAWINGS. The specifications and the contract drawings are intended to be explanatory of each other. Any work indicated in the contract drawings and not in the specifications, or vice versa, is to be executed as if indicated in both. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply

to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or question arising respecting the true meaning of the specifications, reference shall be made to the City and its decision thereon shall be final.

- D. FIGURED DIMENSIONS. All work shown on the contract drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions where given are in all cases to be followed, though they may differ from scaled measurements. Large scale and full size drawings shall be followed in preference to small scale drawings.
- E. ERRORS OR DISCREPANCIES. If the Contractor, in the course of the work, discovers any discrepancies between the drawings and the conditions of the ground, or any errors or omissions in the drawings or in the layout given by stakes, points or instructions, it shall be Contractor's duty to inform the Engineer immediately in writing and the Engineer shall promptly verify the same. Any work done after such discovery until authorized will be done at the Contractor's risk.
- F. DRAWINGS TO BE FURNISHED BY CONTRACTOR. The bidder's attention is directed to the provisions in Section 5-1.23, "Submittals" of the State Specifications for the requirements concerning submittals. As soon as practicable and proper after the execution of this contract, the Contractor shall supply such working drawings or devices to be furnished hereunder as are called for herein or as are required by the Engineer, to make clear the details of construction and of devices and to demonstrate fully that all materials and equipment comply with the intent and provisions of this contract. Unless otherwise herein specified, such drawings shall be submitted to the Engineer for this approval upon Engineer's request. Should any drawings furnished by the Contractor not be approved by the Engineer, the Contractor shall make the revisions required and again submit them to the Engineer for approval. After due approval by the Engineer, these drawings shall become a part of this contract and the work shall be done in conformity therewith. No such work shall begin or devices purchased until the drawings covering it or they have been approved. The approval of the drawings shall not relieve the Contractor of responsibility or waive or modify any of the provisions or requirements of this contract.
- G. ADDITIONAL DRAWINGS BY CITY. The drawings made a part of this contract at the time of its execution are intended to be fairly specific and to indicate the detail of the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the specifications and contract drawings, and the Contractor shall make the work conform to all such drawings.
- H. CLEANING UP. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period in conformance with Section 5-1.31, "Job Site Appearance," of the Standard Specifications and these special provisions. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all temporary structures built by Contractor, and shall remove rubbish of all kinds from any of the grounds which Contractor has occupied and leave them in a condition acceptable to the Engineer.

Full compensation for conforming to the provisions of "Cleaning Up," of this article shall be considered as included in the various contract items, and no additional allowance will be made therefore.

I. SALVAGE FOR THE CITY. None

SECTION V. CONTROL OF WORK

The bidder's attention is directed to the provisions in Section 5 of the State Specifications for the requirements and conditions concerning Control of Work and these special provisions.

- A. AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of the work performed, as to the quality and acceptability of materials furnished, and as to the manner of performance and the rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation. The Engineer's decisions shall be final; the Engineer shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.
- B. COOPERATION OF THE CONTRACTOR. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer in writing and shall be received and obeyed by the Superintendent or Foreman who may have charge of the particular work in question.

The representative must be present at the job site while work is in progress. The Contractor must submit the representatives contact information (name, telephone number) so the representative can be easily contacted to perform emergency work while work is not in progress.

- C. COOPERATION BETWEEN CONTRACTORS. Where two or more contractors are employed on related or adjacent work, each shall conduct their operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each Contractor shall be responsible to the other for all damage to work, to persons or property, or for loss caused by failure to finish the work within the time specified for completion.
- D. CHARACTER OF WORKERS. If any person employed by the Contractor, or by a subcontractor, shall fail or refuse to carry out the directions of the Engineer, or shall appear to the Engineer to be incompetent, or to act in a disorderly or improper manner, that person shall be discharged immediately upon the recommendation of the Engineer, and shall not again be employed on the work.
- E. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices incident to the lawful prosecution of the work.
- F. ACCESS TO WORK. The Engineer and the Engineer's authorized assistants shall at all times have access to the work during its progress. All work done and all materials furnished shall be subject to the inspection of the Engineer.
- G. INSPECTION. The inspection of the work shall not relieve the Contractor of its obligation to fulfill the contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.
- H. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at the Contractor's own expense, and no compensation will be allowed Contractor for such removal or replacement.
- F. LANDSCAPE DAMAGES. Repair slopes or other existing facilities that were damaged after starting job site activities and before starting plant establishment.

As ordered, replace plants that have been damaged from either or both of the following conditions:

1. Ambient air temperature falling below 32 degrees F during the plant establishment period
2. Department or its supplier restricting or stopping water delivery during the plant establishment period

This plant replacement work is change order work.

- J. EQUIPMENT. The use of equipment which is obsolete as to type, in bad condition or worn out will not be permitted on the work. The Contractor shall provide adequate and suitable equipment and plans to meet the requirements of the work, and when ordered by the Engineer shall remove unsuitable equipment from the work.
- K. FINAL INSPECTION. When the work performed by the Contractor shall have been satisfactory and the final cleaning up performed, the Engineer will make the final inspection.

SECTION VI. CONTROL OF MATERIALS

The Bidder's attention is directed to the provisions in Section 6 of the State Specifications for the requirements and conditions concerning Control of Materials and these special provisions.

- A. DEFECTIVE MATERIALS. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials -- whether in place or not -- shall be rejected and shall be removed immediately from the site of the work.
- B. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work; upon failure to do so or to make satisfactory progress in so doing within forty-eight (48) hours after the service of a written notice by the Engineer, the condemned materials or work may be removed by the City and the cost of such removal shall be taken out of the contract price. No such rejected or condemned material shall again be offered for use by the Contractor under this contract.
- C. SUBMITTALS. Attention is directed to Section 5-1.23, "Submittals," of the State Specifications. Within fifteen (15) calendar days after award of the contract, before any materials are purchased, brought to the site or installed, the Contractor shall submit to the Engineer a complete listing of the manufacturers of each item of equipment or assembly fabricated off the site which the Contractor proposes to furnish on the project, together with sufficient information including shop assembly and detail drawings, manufacturers' specifications, and performance data to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the contract specifications, contract drawings and contract documents. If the information shows any deviation from the contract requirements, the Contractor shall, by a statement in writing accompanying the submittal, advise the Engineer of the deviation and state the reason therefore.

Approval by the Engineer of shop drawings and other data submitted by the Contractor shall not relieve the Contractor from responsibility for any errors therein or of furnishing the materials and equipment of proper dimension, size, quantity, quality, and all performance characteristics to meet the requirements and intent of the contract documents. The Contractor shall have no claim for damages or extension of time on account of any delay in the work resulting from the rejection of materials or from revision and resubmittal of drawings and other data for approval. All submittals and shop drawings shall be furnished to the City in quadruplicate.

- D. TRADE NAMES, ALTERNATIVES, OR EQUALS. Attention is directed to Section 6-1.05, "Trade Names and Alternatives," of the Standard Specifications.
- E. STORAGE OF MATERIALS. Unless specifically authorized by the Engineer, no materials shall be stored overnight upon any public road or right of way within the City.

SECTION VII. LEGAL RELATIONS AND RESPONSIBILITY

The Bidder's attention is directed to the provisions in Section 7 of the State Specifications for the requirements and conditions concerning Legal Relations and Responsibility to the Public and these special provisions.

- A. LEGAL RESTRICTIONS. The Contractor shall stay fully informed of all existing and future state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed on the work, or which in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations.
- B. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.
- C. SANITARY PROVISIONS. The Contractor shall comply with all of the sanitary regulations prescribed by the California Department of Health Services.
- D. PUBLIC CONVENIENCE AND SAFETY. Contractor's attention is directed to the provisions in Section 7-1.03, "Public Convenience" and Section. 7-1.04, "Public Safety" of the Standard Specifications. The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public. It shall be the responsibility of the Contractor to protect and guard the public from injury or damage due to any cause.
- E. RESPONSIBILITY FOR WORK. Accepting as herein otherwise provided, until the formal acceptance of all work by the City, the Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof from any cause whatever. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its acceptance, and shall bear the expense thereof.
- F. HOURS OF LABOR. The Contractor shall forfeit as penalty to the City, Fifty Dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of the contract by the Contractor, or by any subcontractor, upon any of the work hereinafter mentioned, for each working day during which said laborer, worker or mechanic is required or permitted to labor more than eight hours per day or forty hours per week in violation of the provisions of Labor Code §1815.
- G. PREVAILING WAGE. The Contractor shall, as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each working day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by the Contractor or any of Contractor's subcontractors. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each working day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Labor Code §1773, §1773.2, §1773.4 and §1775 of the will be complied with.

Pursuant to the State of California, or local law thereto applicable, the City Council hereby determines that the general prevailing per diem rate in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of this contract, is the Union Wage Scale established for Santa Cruz County, which wage scale as of the execution date of this contract is incorporated herein as if fully set forth.

Copies of the prevailing rate of per diem wages prepared and available by the California State Department of Industrial Relations.

- H. COMPLIANCE WITH DIVISION OF APPRENTICESHIP STANDARDS. The Contractor to whom the contract is awarded shall, in compliance with the California Labor Code § 1777.5, be required to adhere to the provisions of the ratio of apprentices to journeymen as more particularly defined in the aforementioned Labor Code section. Notice is given that the City of Capitola will, within five (5) days of awarding of contract, notify the Division of Apprenticeship Standards of such awarding and will notify said Division of any findings of any discrepancies regarding the ratio of apprentices to journeymen.
- I. CERTIFIED PAYROLL RECORDS. The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workers and mechanics employed by the Contractor in connection with the execution of this contract or any subcontracts thereunder and also showing the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the City awarding this contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement and the State Department of Industrial Relations, its deputies and agents.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

- J. POSTING MINIMUM WAGE RATES/ JOB SITE POSTINGS. The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. The contractor shall post job site notices prescribed by regulation (See 8 Calif. Code Reg §16451 (d) for the notice that previously was required for project monitored by the CMU).
- K. PAYMENT OF EMPLOYEES. The Contractor and each subcontractor shall pay each employee engaged in work on the project under this contract in full (less deductions made mandatory by law) and not less often than once a week.
- L. REGISTRATION OF CONTRACTORS. At the time of award of the contract, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.
- M. RESPONSIBILITY FOR DAMAGE. The City of Capitola, the City Council, or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workers or the public; for damage to property from any cause which might have been prevented by the Contractor, Contractor's workers, or anyone employed by the Contractor; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Capitola, the City Council, and the Engineer from all suits or actions of every name and description brought forth or on account of any injuries or damages received or sustained by any person or persons by or from the Contractor, Contractor's servants or agents, in the construction of the work or by or in consequence of any negligence in guarding against such injuries or damages or on the account of any act or omission of the Contractor or Contractor's agents, and in addition to any remedy authorized by law so much as shall be considered necessary by the City Council may be

retained by the City of Capitola until disposition has been made of such suits or claims for damages as aforesaid.

The Contractor shall be responsible for any liability imposed by law or for any damage to any person or property and shall indemnify and hold harmless the City of Capitola, its officers and employees, all in the same manner and to the same extent as provided above for the protection of the City, the City Council and the Engineer, except that no retention of money due the Contractor under and by virtue of the contract will be paid by the City of Capitola, pending disposition of suits or claims for damages brought against the City.

N. TERMINATION OF CONTRACT. If the work provided for under this contract shall be abandoned, or if the contract shall be sublet or assigned without the consent of the City, or if at any time the Engineer shall be of the opinion that the conditions specified as to the rate of progress are not being fulfilled, or that the work or any part thereof is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or provisions of this contract or is executing the same in bad faith, the City shall notify the Contractor to fulfill the conditions of this contract. Should the Contractor fail to begin compliance with said notice within five (5) calendar days, the City may, at its discretion, notify the Contractor to discontinue all work under this contract or any part thereof, and thereupon the Contractor shall discontinue work, and the City may, by contract or otherwise, at its discretion, complete the work or such part thereof, and may take possession of the work and use therein such materials, machinery, implements and tools of every description as shall be found upon the work, or provide whatever is needed for the completion of the work and charge the expense thereof to the Contractor. In order to meet the expenses so incurred, the City is hereby authorized by the Contractor to draw a warrant in the name of the Contractor and in favor of these persons, firms or corporations doing the work or providing the materials or labor therefore, against the fund or appropriation set aside for the purpose of this contract. When a warrant is so drawn it shall be conclusive upon the Contractor and shall be to all intent and purposes the same as drawn by the Contractor in person. When any of the said demands have been audited and paid, the amount of the same shall be deducted from the fund or appropriation set-aside for the purposes of this contract being so terminated. The Contractor shall immediately, upon due notice from the Engineer to do so, remove from the premises all materials and personal property belonging to the Contractor which have not already been used in the construction of the work or which are not in place in the work, and the Contractor shall forfeit all rights under this contract, and both the Contractor and Contractor's sureties shall be liable for the bond for all damages caused the City by reason of Contractor's failure to complete this contract.

Neither the extension of time for any reason beyond the date fixed for the completion of this work, nor the doing and acceptance of any part of the work called for by the terms of this contract, subsequent to the said date, shall be deemed to be a waiver by the City of the right to abrogate, annul, or terminate this contract for abandonment or other cause as provided above.

During the performance of this contract, the Contractor, its assignees and successors in interest (hereinafter referred to as "Contractor") agree as follows:

1. COMPLIANCE WITH REGULATIONS. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. NONDISCRIMINATION. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, sex, or national origin, ancestry, physical handicap, medical condition, marital status, or

religion in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 1735 of the Labor Code.

3. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, ancestry, physical handicap, medical condition, marital status, or religion.
4. INFORMATION AND REPORTS. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
5. SANCTIONS FOR NONCOMPLIANCE. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. INCORPORATION OF PROVISIONS. The Contractor will include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, order or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City.
- O. WATER POLLUTION. Attention is directed to Section 13, "Water Pollution Control," of the Standard Specifications and Section 10-2.06, "Temporary Water Pollution and Erosion Control" elsewhere in the special provisions.
- P. CONSTRUCTION HOURS. Construction hours shall be limited between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Construction shall be prohibited on weekends except for emergency work approved by the Engineer.

SECTION VIII. PROSECUTION, PROGRESS AND PAYMENT

Attention is directed to Sections 8 and 9 of the State Specifications for the requirements and conditions concerning Prosecution, Progress and Payment and these special provisions.

- A. COMPLETION AND PAYMENT. All work completed under the contract shall be paid for in accordance with the provisions of these specifications. The Contractor shall accept the compensation as provided in the contract in full payment for furnishing all materials, labor, tools and equipment, including all applicable taxes and fees, necessary to complete the work and for performing all work completed and embraced under the contract.
- B. PROGRESS ESTIMATE AND PAYMENT. The Engineer shall, on or around the twentieth (20th) day of each month, make an estimate of the value of the work performed and materials furnished in accordance with this contract. The first estimate shall be of the value of the work done and of the materials proposed and suitable for permanent incorporation in the work delivered and suitably and safely stored at the site of the work since the Contractor began the performance of this Contract.

Every subsequent estimate, except the final estimate, shall be of the value of the work done and materials delivered and suitably stored at the site of the work since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored; and provided, further, that no estimate shall be required to be made when in the judgment of the Engineer the total value of the work done and materials incorporated into the work under this contract since the last preceding estimate amounts to less than One Thousand Dollars (\$1,000.00); and provided, also, that materials so delivered and estimated shall not be removed from the site of the work prior to its completion without the written consent of the Engineer.

The estimates shall be signed by the Engineer, and after approval by the City the City shall pay or cause to be paid to the Contractor, in the manner provided by law, an amount equal to ninety-five per cent (95%) of the estimated value of the work performed and of the value of the materials furnished and delivered and unused, such materials to be those which are proposed and suitable for permanent incorporation in the work.

Items for which quantities are indicated lump sum shall be paid for at the unit price indicated in the bid proposal. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the specifications or requested by the Engineer, the Contractor shall submit to the Engineer within fifteen (15) calendar days after award of contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

- C. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any moneys withheld by public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California or bank or savings and loan certificate of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Any escrow agreement entered into pursuant to this section shall contain as a minimum the following provisions: (a) The amount of securities to be deposited; (b) The terms and conditions of conversion to cash in case of the default of the Contractor; and (c) The termination of the escrow upon completion of the contract.

- D. FINAL ACCEPTANCE. The Engineer shall, as soon as practical after the final acceptance of the work done under this contract, make a final estimate of the amount of work done there under and the value thereof. Such final estimate shall be signed by the Engineer, and after approval the City shall pay or cause to be paid to the Contractor in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) calendar days after the filing of a "Notice of Completion" in the County Records Office, Santa Cruz County, California.

SECTION IX. INSURANCE

A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, by an insurer acceptable to the City, that shall protect Contractor and any subcontractor performing work covered by this contract from any claims for property damage which may arise because of the nature of the work or from operations under this contract, whether such operations are performed by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them, even though such damages may not be caused by the negligence of the Contractor or any subcontractor, or anyone employed by either of them. The public liability and property damage insurance shall name the City, its officers, agents and employees as insured's, and all insurance policies issued hereunder shall so state. The amounts of such insurance shall be as follows:

1. CONTRACTORS LIABILITY INSURANCE. Shall provide bodily injury liability limits of not less than \$1,000,000 for each person, and \$2,000,000 for each accident or occurrence, and property damage liability limits of not less than \$1,000,000 for each accident or occurrence with an aggregate limit of \$2,000,000 for claims which may arise from the operations of the Contractor in the performance of the work hereunder provided. This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph F, Section VII, Responsibility for Work.
2. AUTOMOBILE LIABILITY INSURANCE. Covering all vehicles used in the performance of the contract providing bodily injury liability limits of not less than \$500,000 for each person and \$1,000,000 for each accident or occurrence, and property damage liability limits of not less than \$500,000 for each accident or occurrence which may arise from the operations of the Contractor in performing the work provided for herein.

Before the execution of the contract, the successful bidder shall file with the City a certificate or certificates of insurance, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy evidenced by such certificate, before the expiration of thirty (30) calendar days after the City shall have received notifications by registered mail from the insurance carrier.

All policies shall name the City of Capitola as an insured under all terms of the policy.

B. WORKER'S COMPENSATION INSURANCE. Before beginning the work, the Contractor shall furnish to the City satisfactory proof that Contractor has taken out for the period covered by the work under this contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the work contemplated under this contract, in accordance with the "Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this contract.

SECTION X. TECHNICAL PROVISIONS
SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK--Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

10-1.02 COOPERATION--Attention is directed to Section 7 1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

10-1.03 PROGRESS SCHEDULE--The Contractor shall submit a detailed construction schedule to the Engineer for review and approval prior to the pre-construction meeting for the project. Construction schedules shall conform to the provisions in Section 8 1.04, "Progress Schedule," of the Standard Specifications.

The construction schedule shall be consistent in all respects with the times and order of work requirements in Section 10-1.01, "Order of Work," elsewhere in the special provisions.

10-1.04 OBSTRUCTIONS--Attention is directed to Section 8 1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert
Northern California (USA) Telephone: 811 or (800) 227-2600

Pursuant to Government Code Section 4216.e, the inquiry identification number from the regional notification center shall remain valid for not more than 14 calendar days from the date of issuance, and after that date shall require regional notification center revalidation. Inquiry identification number means the number which is provided by a regional notification center to every person who contacts the center pursuant to Government Code Section 4216.2.

If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities until the owner or its representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or its representative, the City will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right-of-Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

Utility facilities will be relocated by the utility owners during the progress of the Contract. The Contractor shall notify the Engineer in writing prior to doing any work in the vicinity of the facility. The utility facility

will be relocated within the listed working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications, after said notification is received by the Engineer.

10-1.05 MAINTAINING TRAFFIC--Attention is directed to Sections 7 1.08, "Public Convenience," 1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Traffic Control and Construction Area Signs" elsewhere in the special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from responsibility as provided in said Section 7-1.09.

Vehicular and pedestrian access to private property shall be maintained at all times unless the closing of such access is approved by the Engineer. The Contractor shall request in writing permission from the Engineer in advance of making such closing.

Detours and all lights, signs, barricades, flag persons or other devices necessary to provide for safety and convenience shall be furnished, installed and maintained by the Contractor. Lighted or flashing barricades shall be used during hours of darkness.

Existing traffic signs shall be protected in place by the Contractor during the construction period.

The Contractor shall place, remove, store, maintain, relocate, replace, and dispose construction area traffic control devices and traffic control and construction area signs.

No trench shall be permitted to remain open overnight or when construction activities are not in progress. Each trench shall be backfilled to the surface. The Contractor shall not open more trench than can be successfully completed and backfilled in one day. Where this requirement is impracticable, the Contractor shall request in writing permission from the Engineer to extend the trench to its practical limit and to bridge the trench with steel plates. When necessary, trenches and other excavations shall be bridged with steel plates as required by the Engineer. The bridging shall be placed to permit an unobstructed flow of traffic. Advanced warning signs shall be required when trenches and other excavation are bridged in the travel way.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to the public traffic.

The Contractor shall notify local public safety authorities of this intent to begin work at least 5 working days before work is begun. The Contractor shall cooperate with local public safety authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of parked vehicles.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal holidays are: January 1, the third Monday in February, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, and December 25. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11 falls on a Saturday, the preceding Friday shall be a designated legal holiday.

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

10-1.06 EXISTING HIGHWAY FACILITIES--Existing facilities which are to remain in place shall be protected in conformance with the provisions in Sections 7-1.11, "Preservation of Property," 7-1.12, "Indemnification and Insurance," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard and these special provisions.

10-1.07 WATERING--Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

10-1.08 LINES AND GRADES--Lines and grades shall conform to the provisions in Section 5-1.07, "Lines and Grades," of the Standard Specifications and these special provisions except that the Contractor shall be responsible for setting all lines and grades necessary to establish the lines and grades required for the completion of the work specified in these specifications, on the plans, and in the special provisions.

10-1.09 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES--When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

SECTION 10-2. SPECIALS

10-2.01 CALTRANS ENCROACHMENT PERMIT—The City has acquired a Caltrans Encroachment Permit, permit number 0516 NMC 0124, which is attached in the Appendix and is hereby made a part of these Specifications. In addition to this permit, the Contractor must apply for and obtain a second (“double”) permit from Caltrans prior to starting work. The Contractor is responsible for paying the fee deposit of \$492.00 with the encroachment permit application. The Contractor shall be responsible for any amount billed by Caltrans in excess of the initial \$492.00 deposit. Refer to the City’s Caltrans Encroachment Permit in the Appendix for details.

The Contractor shall comply with the requirements of both Caltrans Encroachment Permits for all work performed within the State’s right-of-way. In the case of a conflict between these Specifications and the requirements contained in either of the Caltrans Encroachment Permits, the language in the Permits shall govern.

Attention is directed to the requirement in the City’s Permit to provide Caltrans with as-builts.

Measurement and Payment—The contract lump sum price paid for “Caltrans Encroachment Permit” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying for and acquiring a Caltrans Encroachment Permit, and for complying with the conditions of both Caltrans Encroachment Permits, as specified herein, including payment of any and all fees, including those in excess of the initial fee deposit, and for preparation of Caltrans as-builts.

10-2.02 MOBILIZATION-- This work shall conform to the provisions in Section 11, “Mobilization,” of the Standard Specifications, and shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

Measurement and Payment—The contract lump sum price paid for “Mobilization” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein. Partial payment for mobilization shall be made consistent with Section 9-1.16D, “Mobilization,” of the standard specifications.

10-2.03 TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS--This work shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and the provisions under “Maintaining Traffic” elsewhere in the special provisions, and shall consist of installing traffic and pedestrian signing, delineators, fencing, barricades, temporary base rock or plywood walkways, temporary driveways and flaggers as necessary to maintain safe passage, and in conformance with these special provisions.

The Contractor shall comply with the requirements of the Caltrans Encroachment Permits. See the Appendix for the City’s Permit.

Walkways shall be open to pedestrian traffic at all times. The Contractor shall provide and install temporary fencing, signing and ramping to provide safe pedestrian traffic through the project site and shall maintain safe access to all properties at all times.

The Contractor shall submit a Traffic Control Plan at least 5 working days to the Engineer prior to beginning construction operations.

The roadway shall be open to emergency vehicles at all times. The Contractor shall provide vehicular access to all residences and businesses at all times except when concrete, asphalt, or grading work is actively in progress next to driveway(s). The Contractor shall provide vehicular access to all residences and businesses at all times during non-working hours. When work is not actively in progress the full width of the traveled way shall be open for traffic.

The Contractor shall comply with regulatory requirements for closure of streets. At least 48 hours in advance of closing any street, alley, or other public thoroughfare, the Contractor shall notify the Police and Fire Departments, and shall comply with their requirements.

The Contractor shall notify the following waste disposal and recycling company at least 2 working days prior to performing construction operations:

Green Waste Recovery, Inc. Telephone: (831) 768-9505 or (800) 665-2209

No streets shall be closed or construction operations done on day of waste disposal and recycling collection.

The provisions of this section shall not relieve the Contractor from its responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions of Section 7-1.09, "Public Safety," of the Standard Specifications.

Construction area signs shall conform to the provisions of Section 12.3.06A, "Stationary Mounted Signs," of the Standard Specifications. Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. Locations of signs shall be approved by the Engineer prior to their placement.

Temporary "No Parking" signs shall be attached to existing poles, street light standards or parkway trees. Temporary "No Parking" signs shall conform to the provisions in Section 12.3.06B, "Portable Mounted Signs," of the Standard Specifications. The signs shall be in place not less than 48 hours prior to starting work. Signs shall be posted at a maximum of 200 feet between signs.

Message signs notifying the public of the period of construction shall be installed at least 5 working days prior to start of construction at each end of the street and at the leg of each intersection.

The Contractor shall conduct all construction operations with the least possible obstruction and inconvenience to the public. The Contractor shall have no greater length or amount of work under construction than can be completed within a workday.

The Contractor shall provide access to all intersecting streets and properties whenever possible. If access to any property cannot be provided, then parking shall be provided and maintained until access can again be restored. If it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents in writing at least 48 hours in advance.

The Contractor shall minimize the disruption to traffic by:

1. Permitting traffic to pass with the least possible inconvenience or delay.
2. Maintaining existing driveways and keeping them open and in safe condition at all times.
3. Removing or repairing any condition impeding traffic or creating a hazard.

4. Keeping existing traffic signal and roadway lighting systems in operation.

The Contractor shall protect property owner right of way by:

1. Providing the least possible inconvenience or delay.
2. Maintaining access to property.
3. Notifying in writing property owners at least 10 calendar days and again in 48 hours in advance of construction operations.

The Contractor shall be responsible for providing safeguards, safety devices, protective equipment, and any other needed actions to protect life, health, and safety of the public, and to protect property in connection with its construction operations.

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

The Contractor may request in writing to the Engineer deviation from the requirements of these special provisions. Such deviation shall not be implemented until the Engineer has issued written approval.

The adjustment provisions in Section 4.1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Any adjustment in compensation for traffic control systems due to an increase or decrease in the amount of traffic control system required by changes ordered by the Engineer will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made based on provisions in Section 4-1.03D, "Extra Work," of the Standard Specifications for increased work.

Measurement and Payment--The quantity for "Traffic Control and Construction Area Signs" will be measured on a lump sum basis. The contract lump sum price paid for "Traffic Control and Construction Area Signs" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing and revising the Traffic Control Plan, placing, removing, storing, maintaining, relocating, replacing, and disposing of the components of the traffic control system, including supervision, as shown on the Traffic Control Plan, and for doing all the work involved in placing, maintaining, and removing construction area signs, special signs and barricades as shown on the Traffic Control Plan, including compliance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications.

10-2.04 DEMOLITION--The work performed in connection with "Demolition" shall conform to the designs and details shown on the plans and these special provisions.

Work included in "Demolition" shall include, but not be limited to:

1. Sawcutting – Asphalt and Concrete Pavement.
2. The removal and disposal of existing asphalt pavement, PCC sidewalks, PCC pavement, curb and gutter, and as identified on the plans.
3. Excavating and off-hauling demolished material.
4. Removal and disposal of other materials necessary to accommodate the proposed work, including but not limited to:
 - a. Roadside signs
 - b. Existing vegetation
 - c. Other items not shown on the plans.
5. Clearing and Grubbing

All work shall be performed in accordance with Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

Contractor shall take precautionary measures to protect the existing improvements and landscaping to remain in place. Replacement and/or repair of these existing improvement resulting from damage by the Contractor will be done at the Contractor's sole expense.

Prior to demolition Contractor shall inspect the site to confirm limits and removal as shown on the plans. The drawings do not purport to show all objects existing on the site. Before commencing the demolition work, the Contractor shall verify with the Engineer all objects to be removed and all objects to be preserved.

Contractor shall provide the protections necessary to prevent damage to existing improvements, and existing utilities, indicated to remain in place. Contractor shall protect improvements and landscaping on adjoining properties. All damaged improvements and landscaping shall be replaced or restored to their original condition at the Contractor's sole expense in conformance with Section 5-1.39 "Damage Repair and Restoration," of the Standard Specifications.

Clearing and Grubbing shall be in accordance with Section 16, "Clearing and Grubbing", of the Standard Specifications. The cost associated with clearing and grubbing shall be included in the price paid for as demolition, and no additional payment will be allowed therefore.

Contractor shall sawcut asphalt and concrete pavement in a neat line along the edge of the portions to remain prior to removal. Sawcuts shall be smooth and vertical.

All concrete, AC pavement, and aggregate base shall be hauled off site and disposed of in a legal matter at the Contractor's sole expense.

Measurement and Payment- Full compensation for conforming to the provisions of this article shall be considered as included in the various contract items, and no additional allowance will be made therefore.

10-2.05 TEMPORARY WATER POLLUTION CONTROL AND EROSION CONTROL--This work shall conform to the provisions in Section 13, "Temporary Water Pollution Control", Section 21, "Erosion Control," of the Standard Specifications and these special provisions, and shall consist of the preparation for developing and implementing a water pollution control program and installing temporary best management practices (BMPs).

The Contractor shall comply with the requirements of the Caltrans Encroachment Permits. See the Appendix for the City's Permit.

The Contractor shall submit a Water Quality Control Plan that identifies the specific facilities and slopes to be protected, BMP's to be implemented, and meets all NPDES requirements in conformance with the Section 13-2, "Water Pollution Control Program", of the Standard Specifications.

The Contractor shall comply with all appropriate Best Management Practices and applicable design recommendations of the Engineer and Regional Water Quality Control Board (RWQCB) for preventing and removing pollutants, specifying erosion control measures, including sedimentation basins, infiltration basins, and re-vegetation of graded slopes.

Construction water quality control measures shall include the following:

1. Existing vegetation shall be retained where possible,

2. Grading activities will be limited to the immediate area required for construction,
3. Erosion control measures such as silt fences, staked straw bales, and temporary re-vegetation shall be employed for disturbed areas to prevent soil, dirt and debris from entering the storm drain system;
4. No disturbed surfaces shall be left without erosion control measures in place during the winter and spring months; Sediment shall be retained onsite by a system of sediment basins, traps, or other appropriate measures;
5. Measures shall be taken to ensure proper collection and disposal of all pollutants handled or produced on the site during construction, including sanitary wastes, cement, and petroleum products;
6. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

Maintenance:

1. Repair of BMP deficiencies caused by soil erosion or construction must begin within 72 hours of identification and completed as soon as possible.
2. Water pollution control materials such as, but not limited to silt fence and fiber rolls, shall be stockpiled on the site in sufficient quantities to stabilize any BMP deficiencies within 24 hours prior to a forecasted rain event. The Contractor shall replenish stockpiled materials as required to quickly install measures prior to forecasted rain event.
3. The Contractor shall have adequate labor on hand to install and maintain water pollution control measures within 24 hours following notification by the Engineer or before the forecasted rain, whichever is sooner.

Good Housekeeping:

1. Construction operations shall be carried out in such a manner that erosion and water pollution will be minimized, including the implementation of "good housekeeping" source control measures. Contractor shall comply with WPCP, state and local laws concerning pollution abatement.
2. Extreme care shall be taken when hauling any earth, sand, gravel, stone, debris, or any other substance over any public street. Occurrences of material blown, spilled, or tracked over and upon said public or adjacent private property are prohibited and shall be immediately remedied. Discharge of debris is prohibited.
3. All paved areas shall be kept clear of earth material and debris. The site shall be maintained so as to prevent sediment-laden runoff to any storm drainage system, including existing drainage swales and watercourse.
4. Contractor shall install and maintain construction entrances prior to commencement of grading. All construction vehicle traffic entering onto the paved roads must cross stabilized construction entrance ways as specified in the CASQA BMP Handbook Portal. Tracking of mud or debris onto public streets, or onto adjacent public or private property, is prohibited and shall be removed immediately as required by the Engineer.
5. Staging and work areas shall be kept orderly with neat stockpiling of construction materials. Measures shall be installed at the entrance and exits of staging and work areas to control mud from entering the roadway pavement.

6. No earthen materials shall be stockpiled within 25 feet of drainage inlets. All stockpiles of earthen materials shall have appropriate erosion control measures installed to abate and control erosion, as well as perimeter sediment controls.
7. Sanitary facilities shall be maintained on the site in a manner to prevent inadvertent discharge or leakage of sanitary wastes into the storm drain system either by placing sanitary facilities in locations that do not drain to the storm drain system and by providing secondary containment systems to capture leaked wastes.
8. Contractor shall provide dust control as required by the appropriate federal, state, and the City of Capitola requirements.

Erosion and Sediment Control Measures

Grading and Earthwork:

1. Protect areas which have been cleared and grubbed prior to excavation or embankment operations, and which are subject to runoff.
2. If the earthwork in any area has not progressed to a point where all or part of the facilities on the WPCP for that area can be constructed, the Contractor shall construct such supplementary temporary erosion control facilities as are necessary to protect adjacent private and public property at all time.
3. Water pollution control measures shall be constructed and functioning to prevent water pollution from areas where portions of the contract have been completed and no further earthwork is planned.

Inlet Protection:

1. The Contractor shall conduct his operations in such a manner that storm runoff will be contained within the project or channeled into the storm drain system which serves the runoff area. Storm runoff from one area shall not be allowed to divert to another runoff area.
2. Active drainage inlets where runoff is likely to go shall have drainage inlet protection installed around the immediate perimeter of the inlet. The perimeter of each individual work area shall have measures installed to control sediments that would otherwise leave the work area and enter the drainage system. Regular cleaning of gravel bag inlet protection so that sediment depth never exceeds a maximum of 3 inches.
3. If there is no active drainage system within each individual work area, the Contractor shall submit a WPCP proposing measures to de-silt and remove runoff from active construction areas. This may include the use of sediment basins, sediment traps and a pumping system to remove de-silted runoff from basins or traps.
4. Construction shall conform to the provisions of Section 13, "Water Pollution Control", and Section 21, "Erosion Control", of the Standard Specifications and to these special provisions.

Temporary Drainage Inlet Protection

1. Temporary drainage inlet protection shall be installed, maintained and later removed as shown on the Plans, as specified in these technical specifications, and as directed by the Engineer. Temporary drainage inlet protection shall be installed at each drainage system box location where runoff will enter the storm water system.

2. The Contractor shall use temporary drainage inlet protection as one of the various measures to prevent water pollution.

Temporary Gravel Filled Bag Dikes:

1. Temporary gravel filled bag dikes consisting of gravel bags placed in multiple layers shall be installed as shown on the plans.
2. Gravel filled bag dikes installed as part of temporary drainage inlet protection shall be maintained to provide for adequate sediment holding capacity. Sediment deposits shall be removed when the deposit reaches one-half of the temporary dike height. Removed sediment shall be deposited within the project in such a way that it is not subject to erosion by wind or water, or as directed by the Engineer.

Stockpiles

1. Stockpiled material shall be located within the limits of construction delineated on the erosion control plan. Soils from the stockpile shall be self-contained and remain completely separate at all times. Contractor shall install weighted fiber rolls around the perimeter of the stockpile. The stockpile shall be covered with MIRAFI 140N or approved tarp material that is securely weighted around the entire perimeter with gravel bags.
2. All stockpiled materials shall be removed from the site prior to final inspection.

Street Sweeping

1. Maintain continuous street sweeping operation during all earth hauling operations. Dry brooming is not permitted. Street sweeping shall be conducted where sediment is tracked from the job site onto paved roads in accordance with the CASQA BMP Handbook and as directed by the Engineer.
2. Street sweeping shall start at the beginning of clearing and grubbing and shall continue until completion of the project, or as directed by the Engineer. Street sweeping shall be performed immediately after soil disturbing activities occur or offsite tracking of material is observed, at a minimum frequency of daily.
3. Street sweeping shall be performed so that dust is minimized. If dust generation occurs during sweeping or sediment pickup is ineffective as determined by the Engineer, the use of additional best management practices will be required.
4. At the option of the Contractor, collected material may be temporarily stockpiled in accordance with the approved WPCP. Collected material shall be disposed of at least once per week.

Measurement and Payment- Full compensation for conforming to the provisions of this article shall be considered as included in the various contract items, and no additional allowance will be made therefore.

10-2.06 ROADSIDE SIGNS-- This Section includes requirements for "Roadside Sign." Installation of "Roadside Signs," shall comply with Section 56, "Signs" and Section 15, "Existing Facilities," the 2012 California Manual on Uniform Traffic Control Devices (MUTCD) and these special provisions.

Submittals

- A. Certificate of compliance shall be provided for all products and materials proposed to be used under this section.

Materials

A. Sign Plates

1. Roadside sign faces shall be “retro-reflective sheeting material adhered to 0.080 gauge minimum) anodized aluminum blank. The size, shape, color and legend of the sign shall conform to the current Section 56, “Signs,” of the Standard Specifications.

B. Sign Posts

1. Sign Posts and Hardware: As shown on the Plans and specified in Section 56-4, “Roadside Signs,” of the Caltrans Standard Specifications.

Execution

A. General

1. Notify Underground Service Alert (USA) at 1-800-227-2600 at least 48 hours before beginning excavation work and have it locate and mark the facilities within the area of excavation. Notify utility companies which do not participate in USA which have underground facilities within the limits of work before beginning excavation work in accordance with each utility’s notification requirements and have them locate and mark the facilities within the area of excavation. Keep marking current in accordance with the requirements of USA and other utility companies.

B. Remove Roadside Sign

1. Existing roadside signs and sign posts shall be removed as shown on the plans. Contractor shall coordinate signs to be salvaged with the Engineer. Contractor shall dispose of all roadside signs that are not to be relocated or salvaged at the Contractor’s expense.
2. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

C. Sign Installation

1. Contractor shall provide and install roadside signs at locations shown on the Plans.
2. The Contractor shall install new and relocated roadside signs on new posts and with new hardware and footings as detailed on the plans.
3. Installation of signs shall comply with Section 56-4, “Roadside Signs,” of the Standard Specifications.

Measurement and Payment- Full compensation for conforming to the provisions of this article shall be considered as included in the various contract items, and no additional allowance will be made therefore.

10-2.07 REMOVE PAVEMENT MARKING AND PAVEMENT MARKER--The work performed in connection with “Remove Pavement Marking and Pavement Marker” shall conform to the provisions in Sections 15-2.02B, “Traffic Stripes and Pavement Markings,” and 15-2.02C, “Pavement Markers,” of the Standard Specifications and shall consist of removing existing pavement markings and pavement markers, and in conformance with designs and details shown on the plans and these special provisions.

All existing pavement markings and pavement markers shall be inventoried. Inventory shall be submitted and approved by the Engineer prior to removing pavement markings and pavement markers. The inventory shall be submitted in accordance to "Submittals," of Section VI elsewhere in the special provisions.

Measurement and Payment--The quantity for "Remove Pavement Marking and Pavement Marker" will be measured by the unit as set forth in the Bid Proposal. The contract price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing existing pavement markings and pavement markers, complete in place, and these special provisions.

10-2.08 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS--The work performed in connection with "Thermoplastic Pavement Marking" shall conform to the provisions in Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Standard Specifications and shall consist of reinstalling thermoplastic pavement markings, glass beads, and in conformance with designs and details shown on the plans and these special provisions.

Submittals

1. Product Data: For paint, markers, and adhesive.
2. Certificate of compliance for paint.

Materials

1. Thermoplastic Traffic Stripes and Pavement Markings
 - a. Paint for traffic stripes and pavement markings shall conform to the provisions in Sections 84-1, General, and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the Standard Specifications.
2. Pavement Markers
 - a. Pavement markers shall conform to the provisions in Section 85, "Pavement Markers" of the Standard Specifications.
3. Adhesive: Hot melt bituminous or epoxy type as specified in Section 85, "Pavement Markers" of the Standard Specifications
4. Curb Markings
 - a. Paint for curb markings shall conform to the provisions in Caltrans Standard Specifications Sections 84-1, "General", and 84-3, "Painted Traffic Stripes and Pavement Markings" of the Standard Specifications.

Installation

Paint traffic stripes (traffic lines) and pavement markings in accordance with the provisions in Sections 84-1, "General," and 84-3, "Thermoplastic Traffic Stripes and Pavement Markings," of the Standard Specifications and as indicated on the Plans.

Install pavement markers in accordance with the provisions in Section 85, "Pavement Markers" of the Standard Specifications, and as indicated on the Plans.

Thermoplastic material for pavement markings shall be applied at a thickness of 0.100-inch. Thermoplastic pavement markings shall not be installed on pavement markers, manhole and water valve covers, survey monuments, and any utility facilities.

Measurement and Payment--The quantity for "Thermoplastic Traffic Stripes and Pavement Markings" will be measured by the unit as set forth in the Bid Proposal. The contract price paid for "Thermoplastic Traffic Stripes and Pavement Markings" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in reinstalling thermoplastic pavement markings and glass beads, complete in place, as shown on the plans and these special provisions.

Thermoplastic material applied in excess of the thickness specified herein these special provisions shall not be paid for.

10-2.09 PAVEMENT MARKER--The work performed in connection with "Pavement Marker" shall conform to the provisions in Section 85, "Pavement Markers," of the Standard Specifications and shall consist of reinstalling pavement markers, and in conformance with designs and details shown on the plans and these special provisions.

Pavement markers shall not be installed on manhole and water valve covers, survey monuments, and any utility facilities.

Measurement and Payment--The quantity for "Pavement Marker" will be determined as units from actual count. The contract unit price paid for "Pavement Marker," shall include full compensation for furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved in reinstalling pavement markers, complete in place, as shown on the plans and these special provisions.

10-2.10 GREEN COLORED PAVEMENT MARKING--The work performed in connection with "Green Colored Pavement Marking" shall conform to the designs and details shown on the plans and these special provisions contained herein.

General

- A. Use a durable, high skid resistant, retroreflective pavement marking material suitable for use as bike path, roadway, intersection, airport, commercial, or private pavement delineation and markings.
- B. The material shall be a resilient light green color thermoplastic product, the surface of which must contain glass beads and abrasives in an alternating pattern optimizing both skid resistance and retro reflectivity.
- C. The material shall be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids etc.
- D. The material shall be capable of being affixed to bituminous and/or Portland cement concrete pavements by the use of the normal heat of a propane torch.
- E. The material shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic.
- F. The material shall not have minimum ambient and road temperature requirements for normal application, storage, or handling. When manufacture's standard application procedures require the use of a 2-component sealer, the material shall be capable of being applied with a compatible 2-component sealer recommended by the manufacturer, at a minimum ambient and surface

temperatures of 45 degrees Fahrenheit without any special storage, preheating, or treatment of the material before application.

- G. The manufacturer must be ISO 9001:2008 certified and provide proof of current certification. The scope of the certification shall include manufacture of reflective highway markings.

Materials

A. The pavement marking material must be composed of an ester modified resin resistant to degradation by motor fuels, antifreeze, lubricants, etc. in conjunction with aggregates, pigments, binders, abrasives, and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material shall conform to AASHTO designation M249-79 (98) with the exception of the relevant differences due to the material being supplied in a preformed state.

B. Graded Glass Beads:

1. The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.
2. The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of ½ lb. (± 20%) per 11 square feet. The surface beads and abrasives must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a “checkerboard” pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 7 (Mohs scale). The factory applied coated surface beads shall have the following specifications:
 - i. Minimum 80% rounds
 - ii. Minimum refractive index of 1.50
 - iii. Minimum SiO2 content of 70%
 - iv. Maximum Iron content of 0.1%

Size Gradation		%	%
US Mesh	Um	Retained	Passing
12	1700	0-2	98-100
14	1400	0-6	94-100
16	1180	1-21	79-99
18	1000	28-62	38-72
20	850	62-71	29-38
30	600	67-77	23-33
50	300	86-95	5-14
80	200	97-100	0-3

C. Pigments (Light Green):

1. The material shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14)
2. Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	Y	X	Y	X	Y	X	Y
0.230	0.754	0.226	0.500	0.367	0.500	0.444	0.555

3. Night time chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	Y	X	Y	X	Y	X	Y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

4. The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.
- D. Heating Indicators: The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state allowing for satisfactory adhesion and proper bead embedment and as a post-application visual cue that the application procedures have been followed.
- E. Skid Resistance: The surface of the preformed retroreflective marking materials, wherein every other shaped portion contains glass beads, or abrasives with a minimum hardness of 7 (Mohs scale), shall upon application provide a minimum skid resistance value of 60 BPN when tested according to ASTM: E 303.
- F. Thickness: The material must be supplied at a minimum thickness of 90 mils (2.29 mm)
- G. Retroreflectivity: The preformed retroreflective marking materials, upon application, shall exhibit adequate and uniform night time retroreflectivity of 50 mcd-m-2-lx-1 when measured using a Delta LTL 2000 or LTL-X Retroreflectometer using the ASTM E1710 method. Note: Initial retroreflection and skid resistance are affected by the amount of heat applied during installation. When ambient temperatures are such that greater amounts of heat are required for proper installation, initial retroreflection and skid resistance levels may be affected.
- H. Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.
- I. Abrasives: The abrasives and surface beads must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a “checkerboard” pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 7 (Mohs scale).
- J. Sealer: A two-component sealer must be used for the installation of preformed thermoplastic material.
1. Use a two-component epoxy sealer to enhance the bond strength between the substrate (Portland cement concrete or asphalt) and preformed thermoplastic materials made from resins and/or polymers and inorganic fillers. The sealer must be environmentally friendly and contain no VOC solvents. The sealer must bond to dry and damp surfaces. The sealer must have a low viscosity that allows it to penetrate into concrete and in particular penetrate through laitance, if present.
 2. To allow application area to be re-opened to traffic, the sealer must cure rapidly. During a normal application process the sealer will have cured and bonded to the preformed thermoplastic material in less than 10 minutes. To allow for work time for corrective positioning of the performed thermoplastic material, the sealer must have a gel time of at least 20 minutes at 80 degrees Fahrenheit

Application

- A. Asphalt: The material shall be capable of being applied using the propane torch method recommended by the manufacturer, without minimum requirements for ambient and road temperatures, and without any preheating of the pavement to a specified temperature. The material

shall be capable of being applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. Supplier must enclose application instructions with each box/package.

- B. Portland Concrete: The same application procedure shall be used as described under the "Asphalt" section; however, a compatible primer sealer, recommended by the manufacturer, shall be applied to the surface prior to the application of materials to ensure proper adhesion.
- C. Packaging: the preformed thermoplastic markings shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. Linear material must be cut to a maximum of 3-foot long pieces. Legends and symbols must also be supplied in flat pieces. The cartons shall be non-returnable, shall not exceed 40 inches in length and 25 inches in width, and be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds. A protective film around the box must be applied in order to protect the material from rain or premature aging.
- D. Sealer: The sealer shall be capable of being applied to the substrate either by brush, roller, or sprayer. It shall be capable of being applied in a thin, even, uniform coat. Each cartridge must be properly labeled and packed in a heat-sealed polyethylene bag.

Measurement and Payment--The quantity for "Green Colored Pavement Marking" shall be measured by the unit as set forth in the Bid Proposal. The contract square foot price paid for "Green Colored Pavement Marking" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing thermoplastic pavement markings and glass beads, complete in place, as shown on the plans and these special provisions. Thermoplastic material applied in excess of the thickness specified herein these special provisions shall not be paid for.

APPENDIX

DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT OFFICE
50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
PHONE (805) 549-3152
FAX (805) 549-3062
TTY 711
<http://www.dot.ca.gov/dist05>



*Serious drought
Help save water!*

05-SCr-1-12.09/13.62
0516 NMC 0124

City of Capitola Public Works
c/o Kimley Horn Engrs.
Attn: Kyle Childers
100 W. San Fernando St #250
San Jose, CA 95113

Dear Kyle:

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

Failing to comply with the above requirements will result in the rejection of your future application or denial of your request.

Notification requirements that will impact your work schedule:

1. Changes to horizontal or vertical clearances; minimum of 15-day advance notification.
2. Lane closures; completed "Weekly Traffic Update" form must be submitted by noon the Tuesday prior to date of lane closure.
3. Public Affairs; completed "Public Affairs – Permitted Activity Notification" form must be submitted by noon the Wednesday prior to begin activity date.
4. Contact the Caltrans Permit Inspector to coordinate the items above, and to schedule a pre-job meeting a minimum of two working days prior to starting work.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter A. Hendrix".

Peter A. Hendrix
Acting District Encroachment Permit Engineer

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2012)

Permit No. 0516 NMC 0124	
Dist/Co/Rte/PM 05-SCR-1-12.09/13.62	
Date January 17, 2017	
Fee Paid \$ EXEMPT	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of **February 24, 2016**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- RW Contract No. _____ of _____

TO: City of Capitola Public Works
c/o Kimley Horn Engrs.
Attn: Kyle Childers
100 W. San Fernando St #250
San Jose, CA 95113

Phone: (669) 800-4136

, **PERMITTEE**

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

install striping to enhance bike paths across Highway 1 on- and offramps' located at the Bay Avenue, Park Avenue and 41st Avenue interchanges as shown on the attached plans and as directed by the permit provisions in State Route 1 right of way between postmiles 12.09 and 13.62 in the County of Santa Cruz.

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

State Permit Inspector: David Ontiveros	Phone: (831) 476-1337
Email: david.ontiveros@dot.ca.gov	Fax: (831) 476-1803

The issuance of this permit does not entitle the Permittee to start work immediately within the Caltrans right of way. If Permittee's operations will reduce the vertical roadway clearance, horizontal roadway clearance, or detour traffic, implementation of prescribed traffic control measures may require up to a 15-day waiting period from date of traffic control notification and the submittal of the attached "Weekly Traffic Update" form.

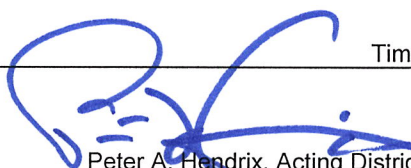

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):	In addition to fee, the permittee will be billed actual costs for:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No General Provisions (TR-0045) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Utility Maintenance Provisions <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Special Provisions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No A Cal-OSHA permit, if required: Permit No. _____ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No As-Built Plans Submittal Route Slip for Locally Advertised Projects <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Std. Storm Water Pollution Prevention Special Provisions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Review <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Inspection <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Field Work (If any Caltrans effort expended)

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

This permit is void unless the work is complete before **July 17, 2017**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

cc: Permit File David Ontiveros-SCR Maint. (Insp) Dennis DeGroot-	APPROVED:  Timothy M. Gubbins, District Director
bdp	BY:  Peter A. Hendrix, Acting District Encroachment Permit Engineer

ADDITIONAL ATTACHMENTS

- Attached if checked: WEEKLY TRAFFIC UPDATE
 PUBLIC AFFAIRS PROJECT NOTIFICATION
 Other: Typical Temporary Sign Support Details, Typical Portable Changeable Message Sign Placement

PLANS AND SPECIFICATIONS

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

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

WORK HOURS

All work on this permit shall be performed on weekdays between the hours of 9:00 AM and 3:00 PM, excluding designated legal holidays, unless stated otherwise for traffic control. The State Inspector must approve deviations from these hours in advance.

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

Designated legal holidays are:

January 1st - (New Year's Day), the third Monday in January - (Martin Luther King Jr. Day)

The third Monday in February - (Washington's Birthday)

March 31st - (Cesar Chavez's Day)

The last Monday in May - (Memorial Day)

July 4th - (Independence Day)

The first Monday in September - (Labor Day)

November 11th - (Veteran's Day), 4th Thursday and Friday in November - (Thanksgiving Holiday)

December 25th - (Christmas Day)

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

DOUBLE PERMIT

Notwithstanding General Provision #4, your Contractor is required to apply for and obtain an encroachment permit prior to starting work. The Contractor shall include a fee deposit of \$492.00 with the encroachment permit application, made payable to the State of California Department of Transportation, to compensate the State for the estimated time needed to inspect that portion of construction within the State's right of way and processing of the permit. The Contractor will be billed for any amount exceeding the deposit, or refunded any unused portion thereof after completion of the project. The Contractor's encroachment permit application shall state that it is a "Double Permit for permit number 0516 NMC 0124."

The application and material for the double permit may be mailed or delivered to:

CALTRANS
ENCROACHMENT PERMIT OFFICE
Attention: Bryan Parker
50 Higuera Street
San Luis Obispo, CA 93401

Any questions concerning the double permits should be directed to Bryan Parker at (805) 549-3123.

TRAFFIC CONTROL AND PUBLIC SAFETY

All traffic control shall be performed under the direction of qualified and competent traffic control personnel. If it becomes apparent to the Caltrans Permit Inspector that the Permittee's contractor does not have adequately trained and competent staff to perform traffic control, the Permittee or Permittee's contractor shall hire a suitable contractor to provide traffic control.

Traffic control and construction zone signing shall be performed per an approved traffic control plan.

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

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

All traffic control devices shall comply with the current California Manual of Uniform Traffic Control Devices.

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

On multilane roadways, a minimum of one-paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel.

On 2-lane, two-way roadways a minimum of one-paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.

If approved by the State Inspector, one lane may be closed during construction and public traffic stopped for periods not to exceed 5 minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Lane closures shall not exceed 0.5 mile in length.

Notwithstanding lane closures noted in the traffic control plans or elsewhere in this permit, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, designated legal holidays, the day preceding designated legal holidays, after 3:00 PM on Fridays, and when construction operations are not actively in progress.

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

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

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

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

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane. Existing traffic lanes shall not be reduced to less than 12 feet in width without the written approval of the State Inspector.

When work is not in progress on a trench or excavation that required the closure of an adjacent lane, the traffic cones or delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

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

Suspended Loads

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

Type K Temporary Railing

In addition to any other measures taken by the Permittee pursuant to the provisions of Section 7-1.04, “Public Safety,” of the Standard Specifications, the Permittee, may be required to install Type K temporary railing between any lane carrying public traffic and any excavation.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day.
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when performing any of the following:

1. Working behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

PEDESTRIAN SAFETY SPECIAL PROVISIONS

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

NOTIFICATIONS

Notice of Materials Used

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

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

GENERAL REQUIREMENTS

Project/Work Site

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

Personnel Protective/Safety Equipment

All personnel working within the State right of way shall wear the appropriate personnel safety/protective equipment as specified by the personnel's employer's "Injury and Illness Prevention Program" required by the California Code of Regulations 3203. If requested by the Caltrans Permit Inspector, personnel's employer shall provide a copy of said "Injury and Illness Prevention Program" and identify the locations within the document that addresses, but not limited to, personal protective equipment, head protection, and warning garments.

In the absence of an "Injury and Illness Prevention Program," all other personnel within the project work zone shall conform to the personnel protective/safety equipment requirements in the latest edition of the Caltrans Safety Manual.

Construction Debris and Waste Materials

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

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

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

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

Survey Monumentation

Permittee's attention is directed to Section 5-1.36, "Property and Facility Preservation," Caltrans Standard Specifications and "Professional Land Surveyors' Act," Section 8771 of the State of California Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments that might be disturbed shall be referenced or reset in accordance with the standards mentioned above.

If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces shall be constructed in accordance with Caltrans Standard Specifications, Section 78-2, "Survey Monuments," and Caltrans Standard Plan A74, Type D, or equal with prior approval of the District Surveys Engineer.

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

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

Backfill Requirements

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

Backfilling using ponding or jetting methods are prohibited.

Caltrans Standard Specification 2-sack slurry cement should be used for backfill under all paved surfaces to expedite roadway repairs.

All backfill material shall comply with and shall be constructed per Caltrans Standard Specifications.

Backfill material shall be approved by the Caltrans Permit Inspector prior to beginning excavation.

Relative Compaction (90 Percent)

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

Relative Compaction (95 Percent)

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

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

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

Signs

Installation of roadside signs shall comply with all applicable portions of the current Caltrans Standard Specifications Section 56-3, Caltrans Standard Plans, California Manual on Uniform Traffic Control Devices, and Caltrans policies.

Temporary and permanent signs placed within the State right of way shall comply with minimum retroreflectivity requirements of the most current of the following: Federal Highway Administration Manual on Uniform Traffic Control Devices - Section 2A.08, Caltrans Standards, or Caltrans policy.

With the exception of white background signs, retroreflective sheeting shall conform to ASTM D4956-13 Type XI and Caltrans "Prequalified and Tested Signing and Delineation Materials."

White background sign retroreflective sheeting shall conform to ASTM D4956 Type VIII or Type IX and Caltrans "Prequalified and Tested Signing and Delineation Materials."

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

Temporary signs mounted on barricades and barricade/sign combinations shall be crashworthy.

The bottom of a temporary sign mounted on a barricade, or other portable support, shall be at least 1 foot above the traveled way or the existing surface at the location of placement.

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

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

EXISTING FACILITIES

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

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

Caltrans Traffic Signals, Lighting, and Electrical Facilities

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

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

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

Utility Relocations

If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal shall be borne by PERMITTEE in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

WATER POLLUTION CONTROL

Discharge of Storm Water and Non-Storm Water

Work within State highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The Department's NPDES Permit requires the Permittee to comply and maintain, if applicable, the approved Storm Water Special Provisions for Minimal or No Impact (TR-0400), Water Pollution Control Program, or Storm Water Pollution Prevention Plan.

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

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

MAINTENANCE AGREEMENT

Attention is directed to the letter issued by the City of Capitola, dated January 10, 2017, stating that the City is the project sponsor and that the City agrees to maintain the enhanced bicycle striping and signage within the project limits in perpetuity.

PROJECT COMPLETION

Once work authorized by this permit has started, cancelling the permit or failure to contact the Caltrans Permit Inspector may result in the forfeiture of any remaining fee deposits.

As-Built Requirement

Upon completion of the project, the Permittee shall submit "As-Built" plans to the State Inspector showing the actual location of the newly constructed facility to the nearest 0.1-foot horizontally and vertically. Plans shall be stamped "As-Built" and signed by the Permittee's representative who was responsible for overseeing the work. Work shall be considered incomplete until the receipt of the "As-Built" plans.

City of Capitola Public Works

0516 NMC 0124

05-SCr-1-12.09/13.62

Page 11 of 11

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

PLEASE USE THE ATTACHED ENVELOPE (PRE-PAID POSTAGE) TO SEND THE ATTACHED NOTICE OF COMPLETION AND QUESTIONNAIRE. THANK YOU!

STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV. 03/2015)

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

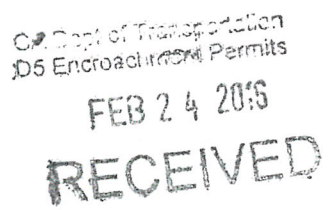
Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Santa Cruz		2. ROUTE Hwy 1	3. POSTMILE 12.09 / 13.62		FOR CALTRANS USE PERMIT NO. 0516 NMC 0124 DIST/CO/RTE/PM 05/SCR1/VAR SIMPLEX STAMP DIST. 05 160124 DATE OF SIMPLEX STAMP 03/09/2016
4. ADDRESS OR STREET NAME Highway 1			5. CITY Capitola		
6. CROSS STREET (Distance and direction from project site) Bay, Park and 41st Avenue			7. PORTION OF RIGHT-OF-WAY N/A		
8. WORK TO BE PERFORMED BY <input type="checkbox"/> OWN FORCES <input checked="" type="checkbox"/> CONTRACTOR		9. ESTIMATED START DATE 5/15/2016		10. ESTIMATED COMPLETION DATE 7/31/2016	
11. EXCAVATION	MAX. DEPTH N/A	AVG. DEPTH N/A	AVG. WIDTH N/A	LENGTH N/A	SURFACE TYPE N/A
12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY \$ 70,200.00			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE		
13. PIPES	PRODUCT TYPE N/A	DIAMETER N/A	VOLTAGE / PSIG N/A		14. CALTRANS' PROJECT CODE (ID) N/A
15. <input type="checkbox"/> Double Permit Parent Permit Number _____ Applicant's Reference Number / Utility Work Order Number N/A					

16. Have your plans been reviewed by another Caltrans branch? NO YES (If "YES") Who? _____
17. Completely describe work to be done within STATE Highway right-of-way:

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

Encroachment Permit will be for the striping of enhanced bike paths across Highway 1 on/off ramps at the Bay Avenue, Park Avenue and 41st Avenue interchanges.



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

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

COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER City of Capitola Public Works

CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____

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

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING FENCE

PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS MAILBOX

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

OTHER _____ LANDSCAPING

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

PERMIT NO. _____

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

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


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

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

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

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

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

25. NAME OF APPLICANT OR ORGANIZATION Steve Jesberg - City of Capitola Public Works Director			
ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code) 420 Capitola Avenue, Capitola, CA 95010			
E-MAIL ADDRESS sjesberg@ci.capitola.ca.us	PHONE NUMBER 831-475-7300	FAX NUMBER 831-479-8879	
26. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #25) Kyle Childers - Kimley Horn and Associates			IS A LETTER OF AUTHORIZATION ATTACHED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code) 100 W. San Fernando Street, Suite 250, San Jose, CA 95113			
E-MAIL ADDRESS kyle.childers@kimley-horn.com	PHONE NUMBER 669-800-4136	FAX NUMBER N/A	
27. NAME OF BILLING CONTACT (Same as #25 <input type="checkbox"/> Same as #26 <input checked="" type="checkbox"/>)			
BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)			
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER	
28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT 	29. PRINT OR TYPE NAME Kyle Childers	30. TITLE PROJ MANAGER	31. DATE 2/23/2016



U.S. Department
of Transportation
Federal Highway
Administration

AUG 12 2011

1200 New Jersey Avenue, SE
Washington, D.C. 20590

In Reply Refer to:
HOTO-1

Mr. Wayne Henley
California Department of Transportation
Division of Traffic Operations
Office of Signs, Markings and External
Support
1120 N Street, MS 36
Sacramento, CA 94273-0001

Dear Mr. Henley:

Thank you for your letter of August 5 requesting approval to use green colored pavement in marked bike lanes and bike lane extensions statewide on all highways in California, including all local jurisdictions. Your request is made under the provisions of Section 1A.10 of the 2009 *Manual on Uniform Traffic Control Devices* (MUTCD) and our Interim Approval Memorandum IA-14 dated April 15, 2011.

Your request is approved, subject to the terms and conditions of the referenced Interim Approval memorandum and to your agreement to comply with Item D of Paragraph 18 of Section 1A.10 of the MUTCD. Please develop and periodically update a list of all locations where green colored pavement is installed in California.

Your specific approval has been assigned the following number and title: "IA-14.10 – Green Colored Pavement for Bike Lanes – California Statewide." Please reference this number and title in any future correspondence.

Thank you for your interest in improving highway safety. If we can be of further assistance on this matter, please contact Mr. Bruce Friedman at bruce.friedman@dot.gov.

Sincerely yours,

Mark R. Kehrl
Director, Office of Transportation
Operations



U.S. Department
of Transportation
Federal Highway
Administration

Memorandum

Subject: **INFORMATION:** MUTCD – Interim
Approval for Optional Use of Green
Colored Pavement for Bike Lanes (IA-14)

Date: APR 15 2011

From: Jeffrey A. Lindley
Associate Administrator for Operations

In Reply Refer To:
HOTO-1

To: Federal Lands Highway Division Engineers
Division Administrators

Purpose: The purpose of this memorandum is to issue an Interim Approval for the optional use of green colored pavement in marked bicycle lanes and in extensions of bicycle lanes through intersections and other traffic conflict areas. Interim Approval allows interim use, pending official rulemaking, of a new traffic control device, a revision to the application or manner of use of an existing traffic control device, or a provision not specifically described in the Manual on Uniform Traffic Control Devices (MUTCD).

Background: Chapter 3G of the 2009 MUTCD contains provisions regarding the use of colored pavements. Paragraph 1 of Section 3G.01 describes colored pavement as consisting of differently colored road paving materials, such as colored asphalt or concrete, or paint or other marking materials applied to the surface of a road or island to simulate a colored pavement.

If colored pavement is used to regulate, warn, or guide traffic, the colored pavement is considered to be a traffic control device. Paragraph 3 of Section 3G.01 limits the use of colored pavement used as a traffic control device to the colors yellow and white. Paragraph 2 of Section 3G.01 discusses the use of colored pavement as a purely aesthetic treatment that is not intended to regulate, warn, or guide traffic and is therefore not considered to be a traffic control device. Part 9, Traffic Control for Bicycle Facilities, of the 2009 MUTCD does not mention colored pavement.

A number of experiments have been conducted in the United States and in other countries around the world to determine the value of designating a particular pavement color to communicate to road users that a portion of the roadway has been set aside for exclusive or preferential use by bicyclists and to enhance the conspicuity of a bicycle lane or a bicycle lane extension. Green, blue, and red are among the colors that have been tested for this purpose. Because these colored pavements are intended to regulate, warn, or guide traffic (motorists and bicyclists) and thus are serving as more than just an aesthetic treatment, they are considered to be traffic control devices.

For the past 10 years in the United States, green has been the only color that has received official FHWA approval for colored pavement experiments on bicycle facilities. Blue colored pavement cannot be designated for exclusive or preferential use in bicycle facilities because it is already the primary color of the international symbol of accessibility parking symbol (see Figure 3B-22 of the 2009 MUTCD) and it is also used for the lines that are adjacent to parking spaces that are reserved for use only by persons with disabilities. The use of red colored pavement has not been approved for any bicycle-related experiments in the United States because it is currently being tested for a different potential use.

Research on Green Colored Pavement for Bike Lanes: Agencies across the United States are showing an increased interest in using colored pavement specifically for bicycle facilities, and many of them have submitted requests to the FHWA to experiment with colored pavement. During the past 10 years, the FHWA has approved experiments with green colored pavement for a variety of State and local governmental agencies, including the following: the Vermont Agency of Transportation; the City of Chicago, IL; the City of New York, NY; the City of St. Petersburg, FL; the City of San Francisco, CA; the City of Portland, OR; the City of Columbia, MO; the City of Long Beach, CA; the City of Austin, TX; the City of Nashville, TN; the City of Missoula, MT; the City of Golden, CO; the Minnesota DOT (for Minneapolis); and the Pennsylvania DOT (for Philadelphia). In these experiments, green colored pavement is being used as a traffic control device to designate locations where bicyclists are expected to operate, and areas where bicyclists and other roadway traffic might have potentially conflicting weaving or crossing movements.

FHWA Evaluation of Results: The Office of Transportation Operations has reviewed the available data and considers the experimental green colored pavement to be satisfactorily successful for the bicycle applications that were tested. Positive operational effects have been noted in the experiments, such as bicyclists positioning themselves more accurately as they travel across intersections and through conflict areas, and no notable negative operational effects have been observed. The research has also shown that bicyclists and motorists both have a positive impression of the effect of the green colored pavement, with bicyclists saying that they feel safer when the green colored pavement is present, and motorists saying that the green colored pavement gives them an increased awareness that bicyclists might be present and where those bicyclists are likely to be positioned within the traveled way.

The design of the experimental green colored pavement is not proprietary and can be used by any jurisdiction that requests and obtains interim approval from the FHWA to use green colored pavement. The FHWA believes that the experimental green colored pavement has a low risk of safety or operational concerns.

This Interim Approval does not create a new mandate compelling the use of green colored pavement, but will allow agencies to install green colored pavement, pending official MUTCD rulemaking, to enhance the conspicuity of a bicycle lane or a bicycle lane extension.

Conditions of Interim Approval: The FHWA will grant Interim Approval for the optional use of green colored pavement in marked bicycle lanes and in extensions of bicycle lanes through intersections and traffic conflict areas to any jurisdiction that submits a written request to the Office of Transportation Operations. A State may request Interim

Approval for all jurisdictions in that State. Jurisdictions using green colored pavement under this Interim Approval must agree to comply with the technical conditions detailed below, to maintain an inventory list of all locations where green colored pavement is installed, and to comply with Item D in Paragraph 18 of Section 1A.10 of the 2009 MUTCD, which requires:

“An agreement to restore the site(s) of the Interim Approval to a condition that complies with the provisions in this Manual within 3 months following the issuance of a Final Rule on this traffic control device; and terminate use of the device or application installed under the interim approval at any time that it determines significant safety concerns are directly or indirectly attributable to the device or application. The FHWA’s Office of Transportation Operations has the right to terminate the interim approval at any time if there is an indication of safety concerns.”

1. General Conditions:

The use of green colored pavement is optional. However, if an agency opts to use green colored pavement under this Interim Approval, the following design and installation requirements shall apply, and shall take precedence over any conflicting provisions of the MUTCD.

2. Allowable Uses:

Green colored pavement may be used within a bicycle lane or within an extension of a bicycle lane to enhance the conspicuity of the bicycle lane or extension.

The use of green colored pavement under this Interim Approval is limited to the following applications:

- a. Green colored pavement may be installed within bicycle lanes as a supplement to the other pavement markings that are required for the designation of a bicycle lane. Green colored pavement shall not be used instead of the longitudinal line required by Paragraph 2 of Section 9C.04 of the 2009 MUTCD or instead of the word, symbol, and arrow pavement markings illustrated in Figure 9C-3 of the 2009 MUTCD and required by Item C in Paragraph 6 of Section 3D.01 of the 2009 MUTCD. The green colored pavement may be installed for the entire length of the bicycle lane or for only a portion (or portions) of the bicycle lane. Green colored pavement may be installed as a rectangular background behind the word, symbol, and arrow pavement markings in a bicycle lane as a means of enhancing the conspicuity of these word, symbol, and arrow pavement markings.
- b. If a pair of dotted lines is used to extend a bicycle lane across an intersection or driveway (see Section 3B.08 of the 2009 MUTCD) or a ramp, green colored pavement may be installed between these lines as a supplement to the lines. Green colored pavement shall not be used instead of these dotted lines to extend a bicycle lane across an intersection, driveway, or ramp. The green colored pavement may be installed for the entire length of the bicycle lane extension or for only a portion (or portions) of the bicycle lane extension. The pattern of the green colored pavement may be dotted in a manner that matches the pattern of the

dotted lines, thus filling in only the areas that are directly between a pair of dotted line segments that are on opposite sides of the bicycle lane extension.

- c. If a pair of dotted lines is used to extend a bicycle lane across the beginning of a turn bay where drivers who desire to turn must cross the bicycle lane when moving out of the through lane in order to turn (see Figures 9C-1, 9C-4, and 9C-5 of the 2009 MUTCD), green colored pavement may be installed between these lines as a supplement to the lines. Green colored pavement shall not be used instead of these dotted lines to extend a bicycle lane across the beginning of a turn bay. The green colored pavement may be installed for the entire length of the bicycle lane extension or for only a portion (or portions) of the bicycle lane extension. The pattern of the green colored pavement may be dotted in a manner that matches the pattern of the dotted lines, thus filling in only the areas that are directly between a pair of dotted line segments that are on opposite sides of the bicycle lane extension.

3. Design of Green Colored Pavement:

- a. The daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

The daytime luminance factor (Y) shall be at least 7, but no more than 35.

- b. The nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

- c. Green colored pavement may be retroreflective, but there is no requirement or recommendation that it be retroreflective.
- d. If green paint or other marking materials applied to the roadway surface are used to simulate a green colored pavement, consideration should be given to selecting pavement marking materials that will minimize loss of traction for bicyclists (see Paragraph 4 of Section 3A.04 of the 2009 MUTCD).

4. Other:

Except as otherwise provided above, all other provisions of the MUTCD that are applicable to colored pavements shall apply to green colored pavement.

Any questions concerning this Interim Approval should be directed to Mr. Bruce Friedman at bruce.friedman@dot.gov.

cc:

Associate Administrators

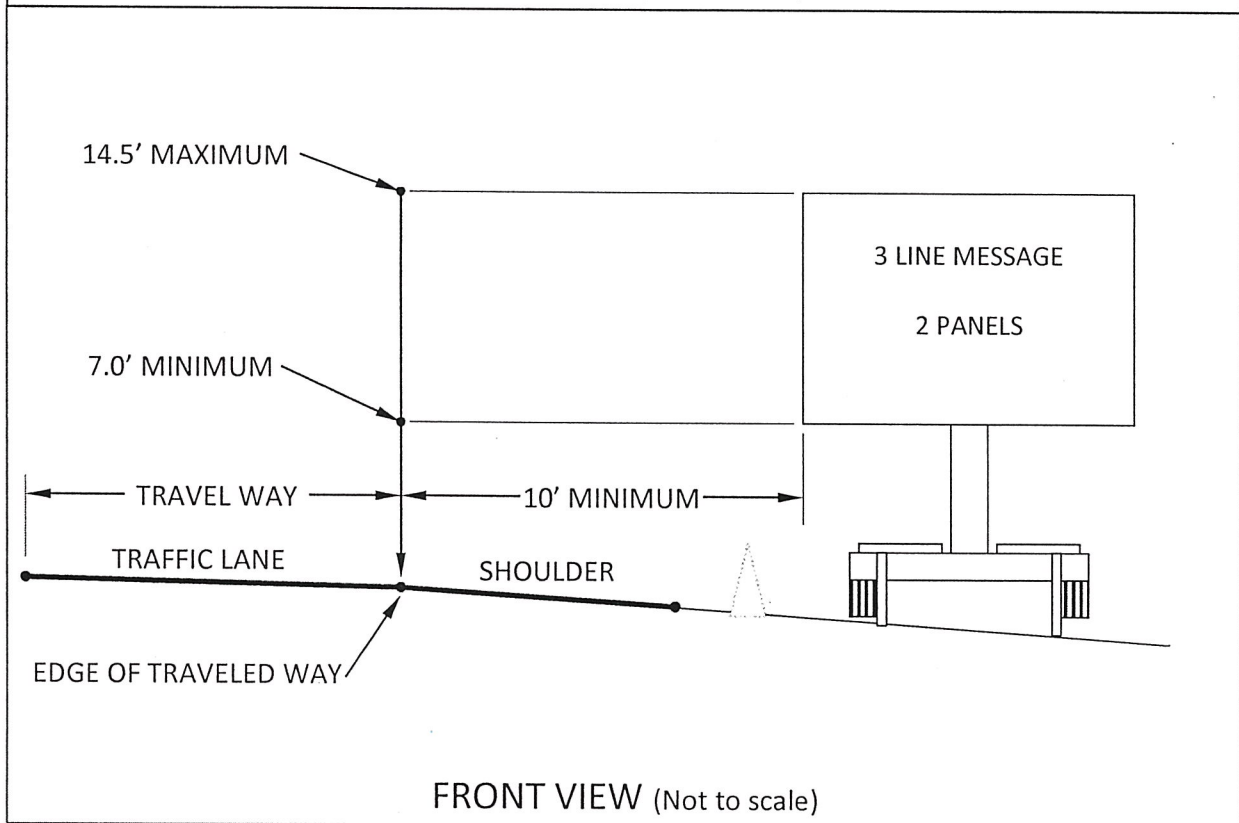
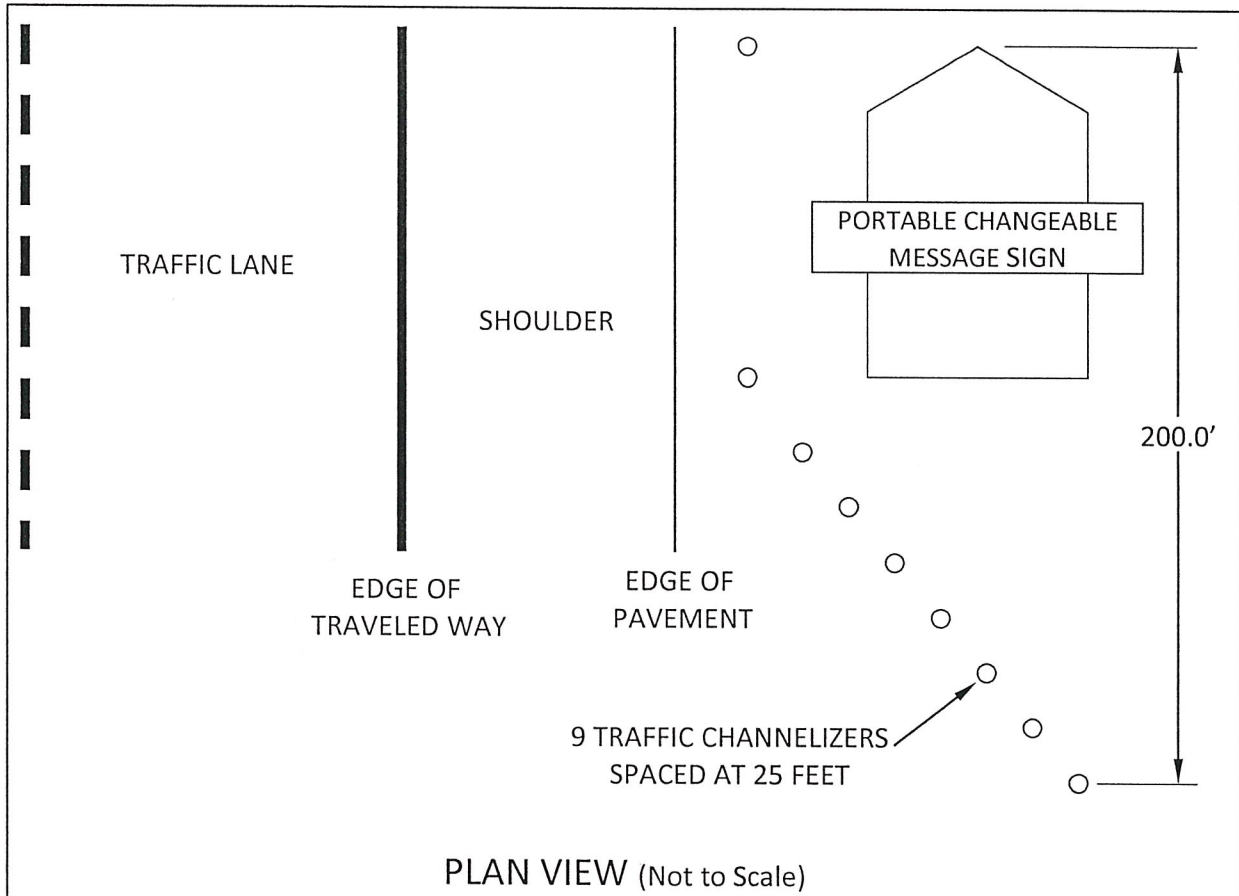
Chief Counsel

Chief Financial Officer

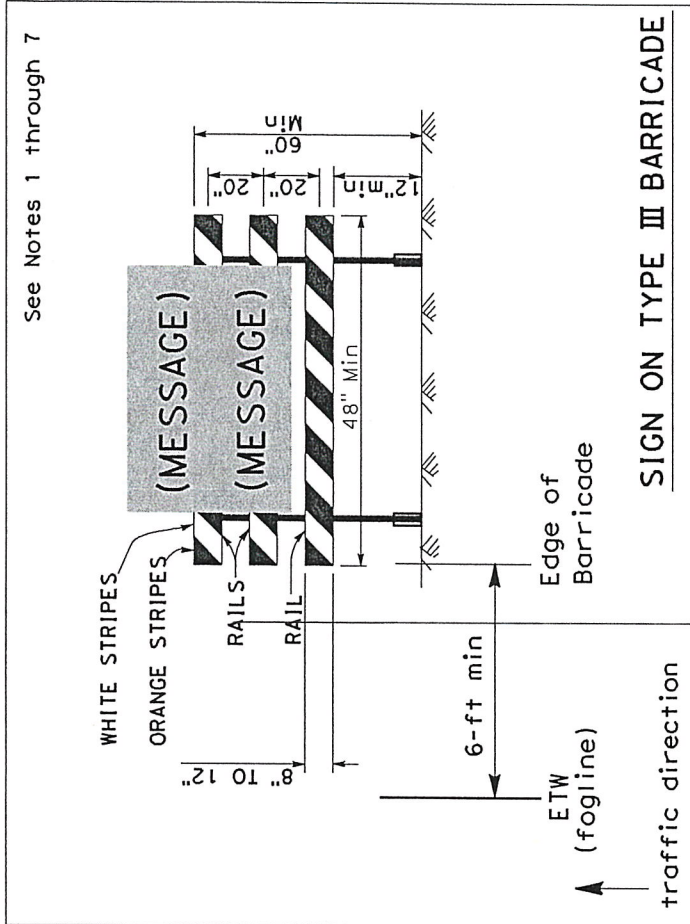
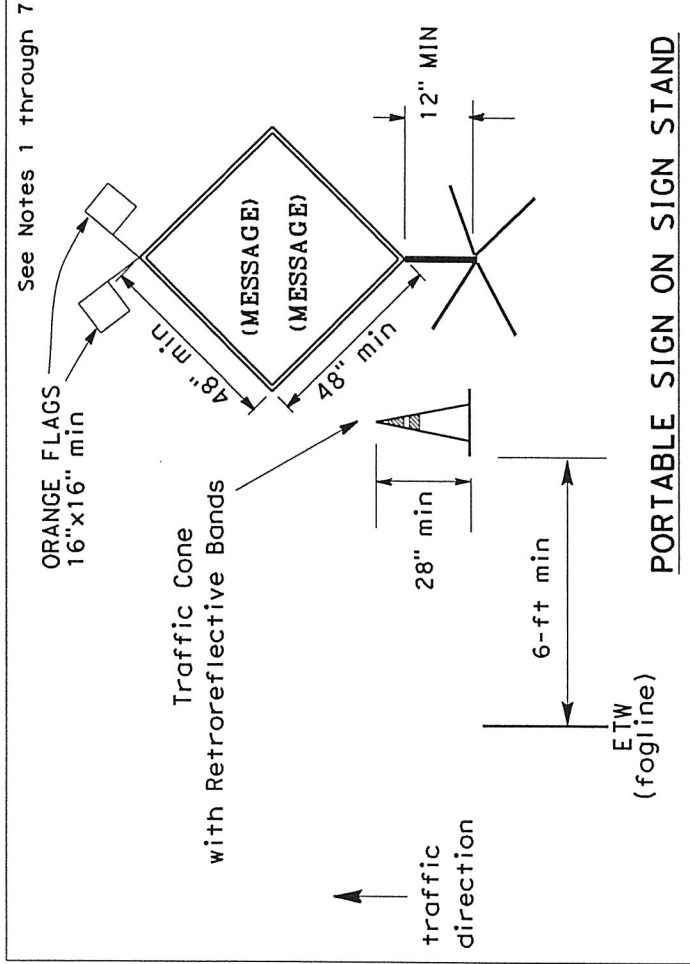
Directors of Field Services

Director of Technical Services

TYPICAL PORTABLE CHANGEABLE MESSAGE SIGN PLACEMENT



TYPICAL TEMPORARY SIGN SUPPORTS DETAILS



NOTES

1. Maintain a 4-foot minimum clearance on sidewalks at all times and a minimum 5-foot clearance adjacent to a drop off, such as a curb face or gutter.
2. Signs shall not interfere with the visibility of other existing signs.
3. Sign supports must be NCHRP Report 350 eligible or MASH (Manual for Assessing Safety Hardware) crashworthy. Information on NCHRP Report 350 eligible devices can be found at: http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/workzone_pdmenu.cfm Information on MASH can be found at: http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/ctrmeasures/mash/
4. Sign message, color, shape, and size must conform to the current Caltrans Standards Specifications and current CA MUTCD (California Manual on Uniform Traffic Control Devices). (i.e. Rectangular or diamond shape) Information on Caltrans Sign Specifications can be found at: <http://www.dot.ca.gov/hq/traffops/engineering/control-devices/specs.htm>
5. Signs mounted on Type III barricades shall not cover the bottom rail.
6. Sign stands should be weighted down per the stand manufacturer's recommendations. (i.e. sand/gravel bags)
7. Signs to be placed for more than 3 consecutive days, shall be post mounted per Caltrans Standard Plans RS1 through RS4.

(REV. 3/18/2016)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP) that would require a waste discharge identification number or coverage under the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.

2. **NPDES REQUIREMENTS:** The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, and 9) illicit connection, illegal discharge detection and reporting. The Permittee shall report to the state representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee shall also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency shall be provided to the State representative within 48 hours of reported activity. For additional information on storm water compliance, visit the State Water Resources Control Boards storm water Website at http://www.waterboards.ca.gov/water_issues/programs/stormwater

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

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

5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas shall not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the State of California standard specifications for construction (most current version) <http://www.dot.ca.gov/hq/esc/oc/specifications/SSPs/2010-SSPs/>

6. **VEHICLES AND EQUIPMENT:** Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto

roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

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

8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.

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

12. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 version).

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

14. **CONSTRUCTION MATERIALS:** Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, shall conform to section 13-4.03C Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 version).

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

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

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

18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of the State of California (2010 version) standard specifications for construction during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height.

19. STOCKPILES: Stockpiles containing aggregate and/or soil shall be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 9mil plastic to prevent contact with water.

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

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

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

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

24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans,

absorbent pads, or plastic sheeting with absorbent material, and away from storm water run-on when not in use.

25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 version). A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board shall be provided to the State representative.

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

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

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

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

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

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

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

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
 4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
 5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

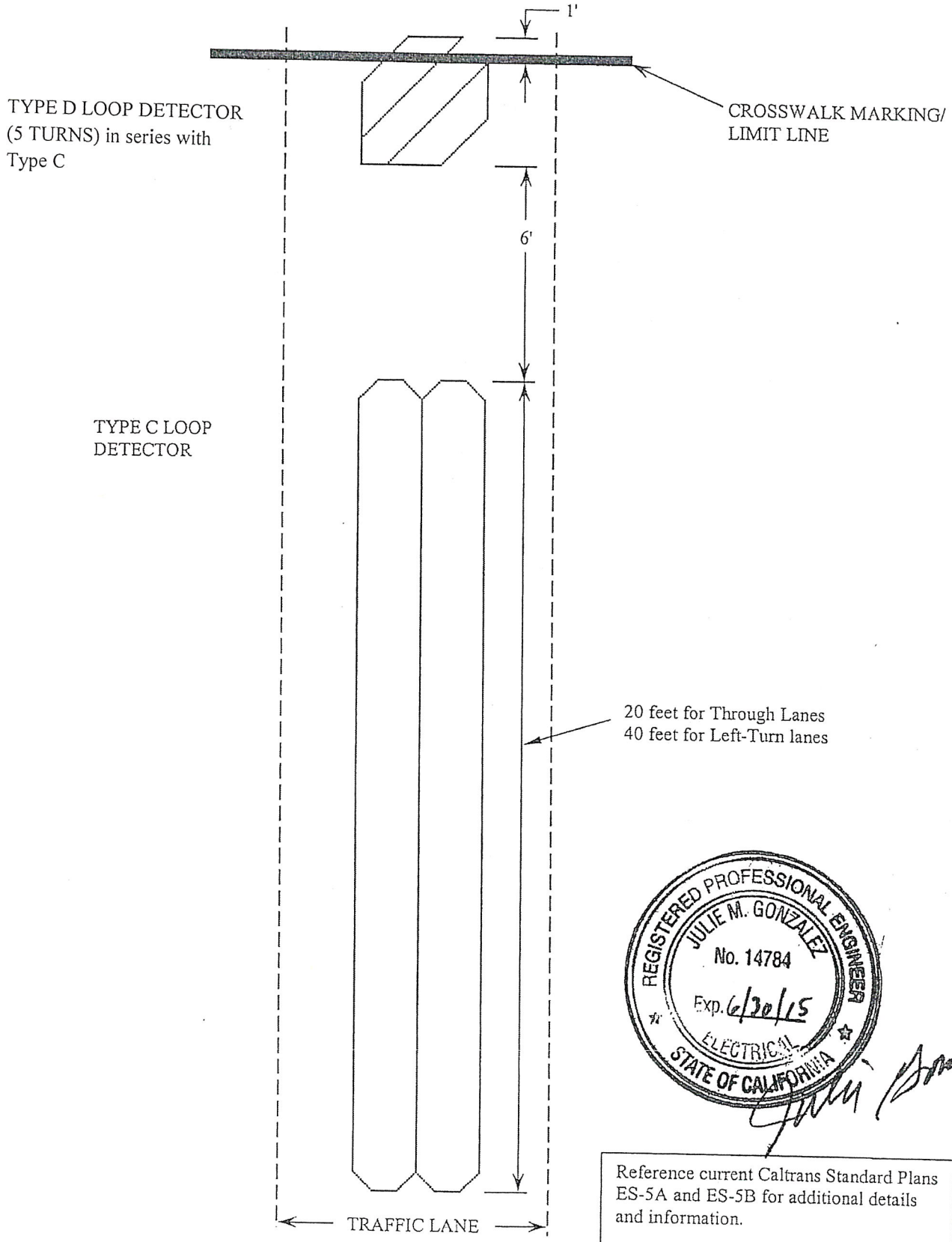
The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited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

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

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

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

TYPICAL DETECTOR LOOP ARRAY DETAIL
 (to be used when replacing existing Type C detector loops)



Julie M. Gonzalez

Reference current Caltrans Standard Plans ES-5A and ES-5B for additional details and information.

TRAFFIC STRIPING, MARKINGS, AND SIGNS (MCS) SPECIAL PROVISIONS

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

1. Traffic striping, pavement markings and signs shall be furnished and placed by the permittee and the cost shall be borne by the permittee. Where new asphalt concrete has been placed, painted striping and pavement markings shall be installed within 24-hours. Where shown on the plans, after thirty (30) days curing time, thermoplastic materials shall be applied in compliance with Section 84 of the Standard Specifications.
2. Roadside signs shall be placed at locations shown on the permit plans and shall be installed in compliance with the latest edition of Caltrans Standard Plans.
3. Permittee shall furnish to State's representative a completed Form CEM-3101 "Notice of Materials to be Used," and approval of the material used shall be obtained prior to its installation.

DISTRICT 5 NOTIFICATION REQUIREMENTS

The following provisions shall apply to all permit work requiring temporary lane closures or traffic detours:

Temporary Lane Closures

Notification of temporary lane closures or traffic detours shall be given to the State Inspector for his approval using copies of the attached form entitled, **WEEKLY TRAFFIC UPDATE**. Notification shall be submitted to the State Inspector by 12:00 PM (noon) Tuesday, prior to the week of the proposed closure or detour. Notifications submitted after the aforementioned deadline cannot be approved for the upcoming week. **All traffic control requiring the temporary closure of lanes or detour of traffic shall be approved in advance by the State Inspector.**

Ramp Closures

14 to 7 days prior to an approved ramp closure, advance notice shall be posted at the ramp entrance using the appropriate SC6 sign. In addition, an SC8 or portable changeable message sign shall be posted for the preceding ramp the day of the closure unless otherwise approved by the Caltrans Permit Inspector.

Special Notifications

If permitted activities such as road closures or traffic detours may result in significant traffic congestion, Permittee shall be responsible for coordinating advance notification to local newspapers, television and radio stations, and emergency response providers with both the State Inspector and the Caltrans Public Information Officer, telephone (805) 549-3237. Public notice may include press releases and/or traffic signing.

Permittee shall complete and submit the attached form entitled **PUBLIC AFFAIRS – PERMITTED ACTIVITY NOTIFICATION** to the Caltrans Public Affairs Office prior to 12:00 PM (noon) the Wednesday prior to the approved closure or event. Additional information or clarification may be required in the form of a written description of the activities in a format that is suitable for a press release. The form may be delivered by fax to (805) 549-3638 or emailed to the PIO contact on the form.

Caltrans Required Lane Closure Reporting

In order to provide timely and accurate notifications to the Caltrans District 5 Traffic Management Center, Permittee or Permittee's contractor must notify the State Inspector immediately **prior** to a lane/ramp closure, **after** closure when all traffic controls have been removed with lane/ramp opened to traffic, and **prior** to an approved scheduled closure that has been cancelled.

Horizontal and Vertical Requirements for Extra-Legal Load Vehicles

Permittee shall provide written notification to the Caltrans Permit Inspector or Caltrans Representative, of proposed horizontal or vertical lane restrictions which will affect extra-legal loads up to 16' wide and 18' high, or ramp closures/reopenings that may affect extra-legal loads traveling through the project area. Said notification shall be delivered to the inspector no fewer than sixteen days prior to proposed change. Permittee shall immediately notify the Caltrans Permit Inspector or Caltrans Representative as soon as the restriction is no longer present.

PUBLIC AFFAIRS - PERMITTED ACTIVITY NOTIFICATION

This Project Notification should be faxed or e-mailed to Public Affairs as early as possible and preferably by noon the Wednesday prior to beginning of permitted activity. Please fill out this form as thoroughly as possible and use additional paper if needed. Include all information that the traveling public may need to be made aware of.

TO: PUBLIC AFFAIRS

FAX: (805) 549-3326

ATTN: Susana Cruz (Monterey, San Benito, and Santa Cruz Counties)

PHONE: (805) 549-3138

E-Mail: susana_cruz@dot.ca.gov

Jim Shivers (San Luis Obispo and Santa Barbara Counties)

PHONE: (805) 549-3237

E-Mail: jim_shivers@dot.ca.gov

PERMIT NUMBER: **0516 NMC 0124**

COUNTY, ROUTE & POSTMILE: **05-SCr-1-12.09/13.62**

LIMITS OF PERMITTED ACTIVITY (location in miles, distance from nearest landmarks or cities, etc.):

PROJECT DESCRIPTION AND PURPOSE FOR PROJECT:

install striping to enhance bike paths across Highway 1 on- and offramps' intersections located at the Bay Avenue, Park Avenue and 41st Avenue interchanges

ACTIVITY COORDINATOR:

PHONE:

FAX:

E-MAIL:

BEGIN ACTIVITY DATE:

END ACTIVITY DATE:

ANTICIPATED TRAFFIC CONTROL:

ANTICIPATED TRAFFIC DELAYS:

COMMENTS: (What else does the public need to know? Diagrams, maps also helpful.)

*Please inform Public Affairs of any changes to the above information by submitting an updated form.

PERMIT NUMBER
0516 NMC 0124

Dear Customer,

Our goal is to provide the best service possible to our customers. Please take a few minutes to complete this questionnaire. Your comments will enable us to see how we are doing overall and any areas which may need improvement.

PLEASE TELL US HOW WE'RE DOING

INSIDE THE OFFICE	EXCELLENT	VERY GOOD	GOOD	POOR
Staff courteous and helpful				
Staff quick and efficient				
Explanations and instructions clear				

TELEPHONE ANSWERING

Timely response				
Receiving information or answers				

INSPECTION

Inspector courteous and helpful				
Pre-construction meeting set and held in a timely manner				
Inspector at job site frequently				
Inspector able to answer questions and deal with problems				

OVERALL PERFORMANCE

What would you say is our overall performance?				
--	--	--	--	--

Is there a staff person you would like to commend?	STAFF'S NAME
--	--------------

COMMENTS:

NAME (Optional)	BUSINESS PHONE NUMBER ()	DATE
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420 Capitola Avenue
Capitola, California 95010
Telephone: (831) 475-7300
FAX: (831) 479-8879
Website: www.cityofcapitola.org

Mr. Bryan Parker
California Department of Transportation, District 5
50 Higuera Street
San Luis Obispo, CA 93401-5415

January 10, 2017

RE: City of Capitola Support for Highway 1 Enhanced Bike Lane Improvement Project
(0516-NMC-0124)

Dear Mr. Parker,

The City of Capitola has applied for an encroachment permit for the Highway 1 Enhanced Bike Lane Improvement Project to install pavement markings and green thermoplastic paint for bike lane enhancement on a portion of 41st Avenue, Bay Avenue, and Park Avenue between the State Route 1 interchange ramps. The project improvements include striping and signing of existing Class II bike facilities within Caltrans and City right-of-way.

As a condition of approval from Caltrans District 5 and the Encroachment Permit process, the City of Capitola agrees to maintain the roadway signs and pavement striping within the limits specified from this project.

We believe our community will greatly benefit from the project and the City looks forward to working with Caltrans on implementing the proposed Highway 1 Enhanced Bike Lane Improvement Project.

Should you have any questions concerning this letter, please contact Steven Jesberg, Public Works Director by phone at (831) 475-7300 or by email at sjesberg@ci.capitola.ca.us.

Sincerely,



Jamie Goldstein
City Manager

cc: Kimley-Horn
Project File