

**MONTECITO SANITARY DISTRICT
SANTA BARBARA COUNTY, CALIFORNIA**



BID NO. 2021-02

PROPOSAL AND CONTRACT

FOR

**HIGHWAY 192 SEWER MANHOLE
ADJUSTMENT PROJECT**

By: Carrie E. Poytress
Carrie E. Poytress, P.E.

Date: 5/26/2021

APPROVED:

Montecito Sanitary Montecito Sanitary District

By: Tony Wong
Tony Wong, P.E.
Interim General Manager

Date: 5/26/2021

NOTICE: MANDATORY PRE-BID CONFERENCE

DATE/TIME: June 7, 2021 at 10:00 a.m.

LOCATION: Montecito Sanitary District Board Room
1042 Monte Cristo Lane
Santa Barbara, CA 93108

Bidders must attend this pre-bid conference as a requirement for
submittal of a bid proposal.

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PART A – LEGAL AND PROCEDURAL DOCUMENTS

SECTION A1 – NOTICE TO CONTRACTORS

The Montecito Sanitary District will receive sealed bids, electronically, for the HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT via email to Carrie Poytress, cpoytress@montsan.org until 10:00 AM Monday, June 21, 2021, to be publicly opened and read at that time via a Zoom Meeting ID: 820 6566 6109 (<https://us02web.zoom.us/j/82065666109>). All associated documents, including bonding information, shall be submitted with the bid. Confirmation of a bidder's successful submission of the documents will be provided electronically. Paper bids will not be accepted. Bids cannot be uploaded or considered after the bid due time. Bidders are responsible to ensure that their bid and all supporting documentation are submitted and completed prior to the deadline. Bids shall be valid for sixty (60) calendar days after the bid opening date.

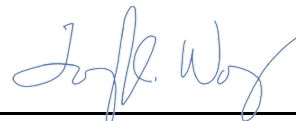
The scope of work to be accomplished by the Contractor under these specifications shall include, but not necessarily be limited to, the following general categories of work: filing for and pulling a Caltrans Road Encroachment Permit for the Highway 192 work area; traffic control; manhole frame and cover adjustments; protecting the sewer from potential debris; and other existing site improvements within the work area complete, in place, and operable. The work includes all labor, material, supervision, and equipment necessary to complete the project.

Project documents for the work may be downloaded at no charge via the District website at www.montsan.org.

Bidders are hereby notified that pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, the Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice public works contracts. The Montecito Sanitary District hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status or pregnancy.

There will be **a mandatory pre-bid conference on Monday, June 7, 2021 at 10:00 a.m.** at the District office at 1042 Monte Cristo Lane, Santa Barbara, CA 93108. **Bidders must attend this pre-bid conference as a requirement for submittal of a bid proposal.**

MONTECITO SANITARY DISTRICT



Tony Wong, P.E.
Interim General Manager

PUBLISHED: Sunday, May 30, 2021 and Sunday, June 6, 2021

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SECTION A2 – INFORMATION FOR BIDDERS

A2.01 Scope of Work and Inspection of Work Areas

The District is required to lower manhole frames and covers prior to Caltrans roadway work and then raise the manhole frames and covers once the pavement work is completed by Caltrans. The work is on Highway 192 from Cold Springs Road to East Valley Road, Hot Springs Road to Moore Road, and Romero Canyon Road to Ladera Lane. The Contractor shall adjust the manholes per the District Standard Drawings No. 5.2.

Bidders are required to inspect the site of the work in to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the site inspection, a bidder finds facts or conditions which appear to conflict with the letter or spirit of the contract documents, or with any other furnished data, the bidder may apply to the Owner for additional information and explanation before submitting a bid.

The submission of proposals by bidders shall constitute the acknowledgment that, if awarded the Contract, the bidders have relied and are relying on their own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on their own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the Contract, and not on any representation or warranty of the Owner. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

A2.02 Examination of Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Owner may rely that the bidder has thoroughly examined and is familiar with the Contract documents. The failure or neglect of a bidder to receive or examine any of the Contract documents shall in no way relieve the bidder from any obligations with respect to the proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract document.

A2.03 Interpretation of Contract Documents

No oral interpretations will be made to any bidder as to the meaning of the Contract documents. Requests for an interpretation shall be made in writing and delivered to the Owner at least ten (10) days before the time announced for opening the proposals. Interpretations by the Owner will be in the form of an addendum to the Contract documents, and, when issued, will be sent as promptly as is practical to all parties to whom the Contract documents have been issued. All such addenda shall become part of the Contract.

For information and questions regarding technical aspects of the project, bidding procedures, design questions, materials, etc., please write (print) or type, your questions and email them to cpoytress@montsan.org.

Please note in the subject of the email the following information:

HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT, BID NO. 2021-02
ATTN: Carrie Poytress, Engineering Manager

A2.04 Road/Access to Sites Information

The bidder shall make deductions and conclusions as to the nature and condition of the existing public and private roads and other site access routes and shall accept full responsibility therefore.

A2.05 Proposal

Proposals shall be made on the blank forms prepared by the Owner from the PDF Contract documents. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If the proposal is made by an individual, his or her name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute Contracts on behalf of the corporation.

Each proposal shall be enclosed in one PDF, named as specified in the Notice to Contractors. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

A2.06 Addenda

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

A2.07 Bid Prices

Bid prices shall include everything necessary for the completion of construction and fulfillment of the Contract including but not limited to furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the Contract documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail provided that, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

A2.08 Taxes and License

Bid prices shall include allowance for all federal, state and local taxes.

A2.09 Blank

A2.10.1 Qualification of Bidders

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The bidder's experience shall be set forth and submitted on the form provided herewith.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall have at least 5 (five) years of active experience in public sewer main construction experience in similar magnitude and character of the work bid. Acceptable documentation

of these minimums must be submitted to the Owner. Contractor's project manager must have a minimum of 5 years of public sewer main construction experience, while under the employment of the bidding company.

It is the intention of the Owner to award a Contract to a bidder who furnishes satisfactory evidence that the bidder has the requisite experience, ability, sufficient capital, facilities, and plant to enable the bidder to prosecute the work successfully and properly, and to complete it within the time specified in the Contract.

A2.11 List of Subcontractors

Each proposal shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the proposal. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the Contract documents.

A2.12 Proposal Guaranty

The proposal shall be accompanied by a proposal guaranty bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California for payments to the Owner in the sum of at least 10% of the total amount of the proposal, or alternatively by a certified or cashier's check payable to the Owner in the sum of at least 10% of the total amount of the proposal. The amount payable to the Owner under the proposal guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the Owner in case of a failure or neglect of the bidder to furnish, execute and deliver to the Owner the required performance bond (including payment bond), evidences of insurance and to enter into, execute and deliver to the Owner the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Owner that the award has been made and the agreement is ready for execution.

A2.13 Modification of Proposal

A modification of a proposal already received will be considered only if the modification is received prior to the time announced for the opening of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

A2.14 Postponement of Opening

The Owner reserves the right to postpone the date and time for opening of proposals at any time prior to the date and time announced in the Notice to Contractor.

A2.15 Disqualification of Bidder

If there is reason to believe that collusion exists among the bidders, the Owner may refuse to consider bids from participants in such collusion.

A2.16 Rejection of Proposals

The Owner reserves the right to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which the bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the Owner; any proposals accompanied by insufficient or irregular bid security; and any proposals from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

A2.17 Award of Contract

Within sixty (60) days after the time announced for opening proposals, the Owner will either accept a proposal and award a Contract or reject all proposals unless the Bidder has extended the time for consideration of its proposal. The Owner shall give written notice of the acceptance of a proposal and award of Contract to the Bidder whose proposal is accepted. Such notice may be given by either personal delivery or mailed and shall be given within fifteen (15) days after acceptance of a proposal. The award of a Contract shall obligate the Bidder whose proposal is accepted to furnish performance and payment bonds and evidences of insurance and execute the Contract set forth herein.

A2.18 Return of Proposal Guarantees

Within ten (10) days after the bids are opened, the Owner will return the proposal guarantees (other than bid bonds) accompanying the proposals which are not to be considered in making the award. All other proposal guarantees will be held until the Contract has been fully executed, after which they will be returned to the respective bidder whose proposals they accompanied.

A2.19 Execution of Contract

The Contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidences of insurance, within ten (10) days after personal delivery of the notice referred to in Section A2.17 above or within fifteen (15) days after such notice has been deposited in the United States mail.

A2.20 Subcontractor Substitution

The provisions of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4113) are incorporated herein and the Montecito Sanitary District is authorized to consent to substitutions as provided therein.

A2.21 Proof of surety for payment bond

Contractor shall obtain a Certificate of Authority from the County Clerk-Recorder Assessor in and for the County of Santa Barbara, certifying that the named insurer(s) for the payment bond have the authority to transact surety insurance in this State. Alternatively, the Contractor shall obtain a certified copy of the Certificate of Authority of the insurer issued by the Insurance Commissioner, within ten (10) calendars days of the contract award.

A2.22 Bid Protests

A protest relative to a particular bid must be submitted in writing and addressed to the Interim General Manager, Montecito Sanitary District, 1042 Monte Cristo Lane, Santa Barbara, CA 93108 and be received by the Montecito Sanitary District by 5 P.M. of the 5th business day following notification to the bidder of a recommendation to award the Contract to another firm. The protest shall contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The protest shall be hand delivered or sent via certified mail.

- a) The protest document must contain a complete statement of the factual and legal basis of the protest.
- b) The protest document must refer to the specific portion of the bid document that forms the basis of the protest.

- c) The protest must include the name, address, and telephone number of the person representing the protesting party.
- d) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all others with a direct financial interest who might be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending on the outcome of the protest.
- e) The General Manager will issue a written decision on the protest within five working days of receipt of the written protest.
- f) If the protest is rejected, the party filing the protest shall have five working days to file an appeal to the Montecito Sanitary District's Board of Directors. The Board will issue a ruling within 15 working days. If he or she determines the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future Contract s/contracts.
- g) The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of a protest. Failure by a party originating the protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Claim or legal proceeding.

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MONTECITO SANITARY DISTRICT

**PROJECT: HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT
BID NO. 2021-02**

IMPORTANT NOTICE

PROPOSAL DOCUMENTS

All bids must be accompanied by the following completed forms:

- a. Contractor's Proposal
- b. Proposed Equipment and Material Manufacturers
- c. Experience Statement
- d. Proposed Subcontractors
- e. Proposal Guaranty Bond
- f. Bidder's Statement Regarding Insurance Coverage
- g. Bidder's Declaration of Non-collusion

Failure to complete, sign (where required), and return the above proposal documents with your bid may render it non-responsive.

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SECTION A3 – CONTRACTOR'S PROPOSAL

**PROJECT: HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT
BID NO. 2021-02**

Montecito Sanitary District _____, 2021
1042 Monte Cristo Lane
Santa Barbara, CA 93108

The undersigned, as bidder, declares that we have examined all of the Contract documents and specifications contained in the above-referenced Project and Bid, and that we will contract with the Owner on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: (1) Bidding Schedule, (2) Experience Statements, (3) Proposed Subcontractors, and (4) Proposed Equipment and Material Manufacturers. We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents.

Attached is a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our proposal, or alternatively there is attached a certified or cashier's check payable to the Owner, in the amount of at least 10% of the total amount of our proposal.

If our proposal is accepted, we agree to sign the Contract form and to furnish the performance bond (including payment bond) and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Owner, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section B1.02, Section 6 (Paragraph 6-7.1.1).

Bidder's Mailing Address

(Company Name of Bidder)

(Type of Organization,
Individual, Corporation, etc.)

By _____
(Authorized Signature)

State of Incorporation

(Print Name)

(Title)

(Phone Number)

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PROJECT: HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT
BID NO. 2021-02

BIDDING SHEET PAGE 1 OF 2

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. (See Section A2.07.)

The Montecito Sanitary District reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the Contract, except that appropriate additions or deductions from the Contract total price will be made at the stipulated unit price.

The Montecito Sanitary District further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of Contract.

Bidders must bid on all items in the Bid Schedule in order for their bids to be complete. The award of Contract will be based upon the total bid for all items.

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Move in/out, bonds and insurance	L.S.	1		
2	File for and pull Caltrans Road Encroachment Permit for Highway 192	L.S.	1		
3	Traffic Control	L.S.	1		
4	Adjust manhole frame and cover to grade in roadway (lower & raise)	E.A.	60		
Total					

Total Bid Price in Words

Company Name of Bidder

Telephone Number

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

The Bidder shall indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the Contract. Awarding of a Contract based on this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of Contract except upon written approval of the Owner.

Equipment/Materials	Manufacturer	Supplier
Concrete		
Grout		
Grade rings		
A.C. pavement		
Class II Aggregate Base		

EXPERIENCE STATEMENT

Pursuant to Article A2.10, the outline below is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. Additional numbered pages outlining this portion of the proposal may be attached to this page.

I have a current and valid Contractor's License, in good standing, issued by the California State Department of Consumer Affairs.

Contractor's License No. _____, applicable to the work.

Class	Description
Expiration Date	

I declare under penalty of perjury that the foregoing is true and correct. Executed on _____ (date) at _____ (City), California.

(signature)
typed name and title

BIDDER'S QUALIFYING EXPERIENCE
(See Paragraph A2.10.1 for Minimum Requirements)

Project Title: _____

Description of Work: _____

Customer / Agency: _____

Contact Person: _____ Telephone _____

Date Completed: _____ Dollar Value _____

Submit attachment for additional contracts that demonstrate the Bidders installation experience meets the requirements of Para A2.10.1 using table format shown above.

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PROPOSED SUBCONTRACTORS

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the Contract, and no subcontractor doing work in excess of the amount specified in Article A2.11, List of Subcontractors, who is not listed, will be used without the written approval of the Owner. Additional numbered pages outlining this portion of the proposal may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location (City and county), and item of work must be stated at the time of the bid.**

SUBCONTRACTORS LIST, Page 1		
NOTE: All Subcontractors in excess of 1/2 of 1% of total bid must be listed.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		
SUBCONTRACTOR:		ITEM OF WORK :
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

Bidder hereby certifies that the insurance coverage requirements specified in the Contract Specifications for BID NO. 2021-02, specifically to Sections A8, A9, A10, and B1.02-Section 7 (Paragraphs 7-3.1 and 7-3.2), have been reviewed by the Bidder. Should the bidder be awarded the Contract for the work, Bidder further certifies that the Contract Specifications requirements for insurance as such insurance requirements are described in the insurance certificate, which is contained within this Contract package, including insurance coverage of the subcontractors, can be met by the Bidder.

Bidder

By _____

Title

Dated

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Bidder's Declaration – Non Collusion
(California Public Contract Code Section 7106)

The undersigned having adequate information to make this declaration without reservation or qualification declares under penalty of perjury pursuant to the provisions of California Public Contract Code Section 7106, as follows:

The party making the bid enclosed herewith declares that that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The bid is genuine and not collusive or sham.

The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, 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.

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.

All statements contained in the bid are true; and, further, the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, 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."

This declaration executed on _____, 2021 at
_____ California.

(signature)

typed name and title

SECTION A4 – PROPOSAL GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ hereinafter called Principal, and _____ Hereinafter called the Surety, are jointly and severally held and firmly bound unto the Montecito Sanitary District, California, hereinafter called Owner, in the penal sum of ten percent (10%) of the aggregate of the bid proposal of Principal for the work, this sum not to exceed _____ Dollars lawful money of the United States, for the payment whereof unto Owner, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Principal is herewith submitting a proposal for the HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT;

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a Contract for the work, and if Principal within that time specified in the proposal enters into, executes and delivers to Owner a Contract in the form provided herewith, and if Principal within the time specified in the proposal gives to Owner the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to Owner said performance and payment bonds, and evidence of required liability and worker's compensation insurance in the time stated in the proposal, then Principal and Surety shall forfeit to Owner the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Owner and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ day of _____, 2021

Principal

By _____
Signature

Seal

Surety

Seal

By _____
Signature

(Attach notarial acknowledgment of Surety)

SECTION A5 - CONTRACT

AMOUNT OF CONTRACT:

THIS CONTRACT, made this _____ day of _____, 2021 by and between the MONTECITO SANITARY DISTRICT, hereinafter referred to as "Owner" and _____, hereinafter referred to as "Contractor,"

WITNESSETH:

A. WHEREAS, Owner has caused specifications, drawings and other contract documents (hereinafter referred to as "Specifications" to be prepared for certain work on the referenced project; and

B. WHEREAS, said Specifications include:

- Part A – Legal and Procedural Documents
- Part B – Special Provisions – General
- Part C – Special Provisions – Modification and Additions
- Part D – Appendices

C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and Owner hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

MONTECITO SANITARY DISTRICT,

Board of Directors - President

Contractor

ATTEST:

By _____

Board of Directors-Secretary

APPROVED AS TO CONTENT:

MSD Interim General Manager

APPROVED AS TO FORM:

MSD District Counsel

SECTION A6 – PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called Principal and _____, hereinafter called Surety, are jointly and severally held and firmly bound unto the Montecito Sanitary District, California,

hereinafter called Owner, in the penal sum of _____ Dollars

(\$ _____) (100% of amount bid in proposal) lawful money of the United States,

for the payment whereof unto Owner. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Owner has awarded to Principal a contract for _____;

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the Contract and any changes made as therein provided and shall indemnify and save harmless Owner, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by Owner, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

SECTION A6 (Continued)

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 or the specifications and drawings accompanying the same shall in any way affect its obligations 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 drawings and specifications.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Owner and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 2021.

Seal _____
Principal
By _____
Signature

Seal _____
Surety
By _____
Signature

(Surety's Mailing Address)

(Telephone No.)

(Attach both Notarial Acknowledgement
of Surety and Power of Attorney)

Approved as to form this _____ day of _____, 2021

Montecito Sanitary District Counsel

By _____
Montecito Sanitary District Counsel

SECTION A7 – PAYMENT BOND (Civil Code Section 3247)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Montecito Sanitary District has awarded to

_____ as principal, hereinafter called "Contractor", a contract for the work described as follows:

HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT and

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

WHEREAS, _____ is hereinafter called "Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the Montecito Sanitary District in the amount required by law, the sum of:

_____ Dollars (\$ _____)
(100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators, successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the Surety or sureties herein will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

SECTION A7 (Continued)

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

This bond is issued and accepted under the provision that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

SIGNED AND SEALED this _____ day of _____, 2021

Contractor

Seal

By _____
Signature

Surety

Seal

By _____
Signature

Surety's Mailing Address

Telephone Number

(Attach both Notarial Acknowledgements
of Surety and Power of Attorney)

Approved as to form this _____ day of _____, 2021

Montecito Sanitary District Counsel

By _____
Montecito Sanitary District Counsel

SECTION A8 – WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Date _____

Contractor

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

SECTION A9 – CERTIFICATE OF INSURANCE

This certifies to the Montecito Sanitary District, 1042 Monte Cristo Lane, Santa Barbara, California, 93108, that the following described policies have been issued to:

Insured:
Address:

Location of operations insured:

Description of work: Highway 192 Sewer Manhole Adjustment Project BID NO. 2021-02

POLICIES AND INSURERS	LIMITS		POLICY NUMBER	EXPIRATION DATE
	Bodily Injury	Property Damage		
Comprehensive General Liability (Insurer)	Each Person	Each Occurrence		
	Each Occurrence	Aggregate		
	Combined Single Limit			
Comprehensive Automobile Liability [] Owned [] Hired [] Non-Owned (Insurer)	Each Person	Each Accident		
	Each Occurrence			
	Combined Single Limit			
Professional Liability • Errors & Omissions • Malpractice (If Applicable) • Negligent Performance (Insurer)	Each Person	Each Accident		
	Each Occurrence	Aggregate		
	Combined Single Limit			
Workers' Compensation (Insurer)	STATUTORY			
	Employer's Liability \$			

The following coverage or conditions are in effect:

General Liability []	Automobile Liability []	Professional Liability []	Yes	No
1. Montecito Sanitary District, Its Officers, Employees, and Agents Named as Additional Insured; must attach a copy of the endorsement.				
2. Policies will not be Canceled, Limited, or Allowed to Expire Without 30 Days Written Notice to the Montecito Sanitary District, 1042 Monte Cristo Lane, Santa Barbara, California 93108, or 10 days for non-payment of premium.				
3. Coverage afforded the Montecito Sanitary District shall Apply as Primary & Not Excess to Any Insurance Issued in the Name of the MSD				
4. Blanket or Scheduled Contractual Liability Sufficiently Broad to Cover Liability Assumed in Contract.				
5. Policy includes a Severability of Interest provision.				
6. Broad Form Property Damage Endorsement				
7. Products and Completed Operations				
8. X, C, U Hazards Included				
9. Longshoremen's Harbor Workers' Act.				
10. Liquor Liability				
11. Fire Legal Liability				
12. Other (specify).				

Date: _____

(Authorized Signature)

At: _____

(Print Name)

(Company and Address)

NOTE: Authorized signature may be the agent if agent has placed insurance through an agency agreement with the Insurer.
If insurance is brokered, authorized signature must be that of official of Insurer.

SECTION A10 – CERTIFICATE OF COMPLIANCE

TO: MONTECITO SANITARY DISTRICT

RE: HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT

This is to certify that all requirements for insurance of subcontractors as specified in Bid Number 2021-02 have been met.

Firm

By _____

Title

Dated _____

(Please return this completed form with your Bonds and Certificates of Insurance)

SECTION A11 – CONTRACTOR’S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

A11.01 Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the Montecito Sanitary District and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the Montecito Sanitary District for Contracts, services, and the construction, repair, or improvement of public works.

A11.02 Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Montecito Sanitary District setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Montecito Sanitary District advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the Montecito Sanitary District, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the Montecito Sanitary District for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this Contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this Contract or of the Fair Employment Practices Act shall be regarded by the Montecito Sanitary District as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "non-responsible".

The Montecito Sanitary District shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the Montecito Sanitary District shall notify the Contractor that unless he or she demonstrates to the satisfaction of the Montecito Sanitary District within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the Montecito Sanitary District, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any Montecito Sanitary District contract, the Montecito Sanitary District Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the Montecito Sanitary District Board to hold a public hearing to determine the existence of a discriminatory practice in violation of this Contract.

In addition to any other remedy or action provided by law or the terms of this Contract, the Contractor agrees that, should the Montecito Sanitary District Board determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this Contract or has willfully violated such provisions, the Montecito Sanitary District may, without liability of any kind, terminate, cancel, or suspend this Contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the Montecito Sanitary District, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The Montecito Sanitary District may deduct any such penalties from any monies due the Contractor from the Montecito Sanitary District.

7. The Contractor certifies to the Montecito Sanitary District that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the Montecito Sanitary District:

- a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
- b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
- c. The Contractor shall file a basic compliance report as required by the Montecito Sanitary District. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
- d. The Contractor shall notify the Montecito Sanitary District of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this Contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the Montecito Sanitary District from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the Montecito Sanitary District that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:

- a. In the performance of the work under this Contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
- b. The Contractor will take such action with respect to any subcontract or Contract as the Montecito Sanitary District 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, litigations with a subcontractor or supplier as a result of such direction by the Montecito Sanitary District, the Contractor may request the Montecito Sanitary District to enter into such litigation to protect the interests of the Montecito Sanitary District.

END OF PART A

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PART B – SPECIAL PROVISIONS - GENERAL

SECTION B – GENERAL PROVISIONS

B1-1 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction (2015 edition) of the Southern California Chapter American Public Works Association. Part 1 (General Provisions) of the Standard Specifications is incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall control.

B1-2 Modifications to Standard Specifications

Section 1 – Terms, Definitions, Abbreviations and Symbols

No change.

Section 2 – Scope and Control of the Work

2-5 Plans and Specifications

Add the following:

2-5.1.1 Existing Site Conditions

The location of the work, its general nature and extent, details, and other pertinent information are shown on the details and in Appendices. The Contractor is urged to visit the sites of the work to become familiar with local conditions that may affect cost, progress, or performance of the work, and by personal investigations be satisfied as to the existing conditions affecting the work to be done. The Contractor shall examine thoroughly the Contract Documents prior to submitting a bid. If the Contractor chooses not to visit the site or conduct investigations, the Contractor will nevertheless be charged with knowledge of conditions which reasonable inspection and investigation would have disclosed.

It is the responsibility of each Contractor before submitting a bid to consider federal, state and local laws and regulations that may affect the cost, progress, or performance of the Work and to study and carefully correlate the Contractor's observations with the Contract Documents. The Contractor shall notify the Engineer of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.

The Contractor shall assume all responsibility for deductions and conclusions as to the difficulties in performing the work. The Contractor shall consider the existing roadways and potential variability of each site including accessibility, existing landscapes, and pavement type and condition prior to bidding.

2-5.2.1 Conflict in Plans

Should it appear that the work to be done, or any of the matter relative thereto is not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the Contract so far as may be consistent with the terms thereof.

2-5.3.1.1 Submittals

There are submittals that are required by the Engineer for review at least five (5) working days prior to the pre-construction meeting. See Section C-4 for the list of these submittals. Issuance of a Notice to Proceed, is dependent on the timelines and the proper level of detail of these submittals. Submittals shall be submitted to the Engineer via email in PDF format with appropriate dividers. In addition, samples and material test results are required during construction along with weekly schedule updates. These are also listed in Section C-4.

2-6 Work to Be Done

Add the following:

2-6.1 Suggestions to Contractor

Any plan or method of work suggested by the Owner or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Owner and the Engineer shall assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

Section 3 – Changes in Work

No change.

Section 4 – Control of Materials

4-1 Materials and Workmanship

Add the following:

4-1.3 Inspection Requirements

The District does not provide full time inspection. The Contractor shall provide 24 hr minimum notice for each inspection required by the work unless other arrangements have been agreed upon, in writing, with the District. Any inspection required outside of normal working hours and days, including holidays, will be at Contractor's cost at rates established by the District.

The Contractor shall be liable for any work that is not performed in accordance with the Contract documents whether or not the item was inspected.

4-1.10 Manufacturer's Recommendations

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with except for where the Contract documents specifically require deviations.

4-1.11 Submittals

The Contractor shall provide to the Engineer submittals on the following equipment and materials:

- Concrete
- Grade rings
- Grout
- A.C. Pavement
- Class II Aggregate Base

Section 5 – Utilities

No change.

Section 6 – Prosecution, Progress and Acceptance of the Work

Add the following:

6-1.3 Notice to Proceed

Within ten (10) days after the execution of the Contract, written notice to proceed will be given by the Owner to the Contractor. Notwithstanding any other provision of the Contract, the Owner shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the Owner has knowledge of the furnishing of such work.

6-1.4 Pre-Construction Conference and Weekly Construction Meetings

The Contractor shall attend a pre-construction conference to be held prior to the commencement of the construction at a place and time designated by the Engineer. Representatives of the Contractor, the Montecito Sanitary District, and other affected parties shall be present. At this meeting, the Contractor shall designate the project superintendent and the superintendent's authority to act for the Contractor.

Weekly meetings will be held at District offices (or other mutually agreed upon location). The purpose of the meetings will be to review work progress, schedule, coordination, and other matters requiring discussion and resolution. The Contractor's field superintendent and applicable subcontractors shall attend the meetings. An updated schedule for the following two weeks (the "look ahead schedule") shall be submitted at each weekly meeting.

Full compensation for schedules and meetings shall be considered incidental to the project and no separate payment shall be made. All costs related to schedules and meetings shall be included in the various other applicable items of work.

6-1.5 Special Scheduling

No Construction is to take place within the road right-of-way/easement during the holiday season from Thanksgiving to New Years.

6-1.5.1 Working Hours

Working hours within the Caltrans right-of-way shall be 9 AM to 3 PM. The Contractor shall conform to all working hours requirement identified by the Caltrans Encroachment Permit depending on the work area, unless otherwise authorized by Caltrans and the Engineer at no additional cost. Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of both the Caltrans and the Engineer. Such permission may be revoked at any time. No work shall be permitted on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the owner from payments due the Contractor.

6-3 Suspension of the Work

6-3.1 General

Add the following:

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the Contractor shall move to other areas of work until such determinations are made. No additional compensation will be allowed by reason of such temporary suspension of work when the Contractor can reasonably reschedule work at a different location.

6-6 Delays and Extensions of Time

6-6.1 General

Add the following:

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause in that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by the Engineer to have been unavoidable.

The Contractor shall make no claims that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

6-6.2 Extensions of Time

Add the following:

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with 6-9.1. The Owner, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in the Owner's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in 6-6.5 but will not be assessed damages pursuant to 6-9.

6-7 Time of Completion

Add the following:

6-7.1 General

The Contractor shall complete the final job walkthrough and all punch list items within thirty (30) working days of completion. If the Contractor fails to complete the punch list work within thirty (30) working days, the Montecito Sanitary District may hire another Contractor to complete the work and deduct the costs of such work from future payments.

The effective date of Acceptance of the Work for purposes of determining commencement of the warranty period shall be the date of issue of the Notice of Completion.

6-7.4 Contract Period

The Contractor shall prosecute the work so that all portions of the project shall be complete and ready for use within One Hundred (100) calendar days from the effective date of Notice to Proceed.

6-8 Completion, Acceptance, and Warranty

Add the following:

6-8.1 Completion and Acceptance

All punch list items shall be completed during the Contract period. Failure to do so will not be considered an occasion of unavoidable delay. When all items have been completed to the satisfaction of the Montecito Sanitary District Engineer, the project will be submitted to the Montecito Sanitary District Board, who may accept the completed work.

The Engineer, in reporting completion to the Board, will give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work, except for portions of the work for which the Contractor may have previously been relieved of such responsibility in accordance with Section 6-10.

6-9 Liquidated Damages

Add the following:

6-9.1 Liquidated Damages for Avoidable Delay

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the Contract documents as modified by any extension of time granted pursuant to 6-6.1.3, damage will be sustained by the Owner. Because of the difficulty in computing the actual material loss and disadvantage to the Owner, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the Owner the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the Owner will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the Owner will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the Contract documents, the Contractor shall have no claim or right of action against the Owner for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the Contract occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the Owner of the Contract.

Damages for avoidable delays shall be in the amount of \$750 for each consecutive calendar day in excess of the time specified for completion of the work.

6-11 Request for Payment

Progress payments will be made monthly by the Montecito Sanitary District after receipt of a properly completed request from the Contractor. The Contractor shall submit all such requests for monthly progress payments, and shall include the following forms as applicable:

Form CC1:Progress Payment Request

This form is to be completed and signed by the Contractor and attached as a cover sheet to the request for payment. This form will be mandatory on all Contract payment requests.

Form CC2:Progress Payment Request - Detail

This form may be used by the Contractor to provide the detail required to verify the payment quantities (Montecito Sanitary District will accept the Contractor's standard form if it provides the required information).

Form CC3:Quantity Change Verification Form

This form is required before any payment can be made based on actual quantities exceeding bid quantities. At the conclusion of the Contract, the Montecito Sanitary District will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the Contract items of work.

Form CC4:Final Release Form

This form must accompany all requests for final payment.

The Montecito Sanitary District will withhold ten (10) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor thirty (30) calendar days after the acceptance of the work by the Board filing of a Notice of Completion.

MONTECITO SANITARY DISTRICT

**Construction Contract Form CC-1
Progress Payment Request**

From:	_____	Date: _____	
	<i>Contractor</i>	Contract No.: 2021-02	
	_____	Payment Request No.: _____	
	<i>Address</i>		
To:	MONTECITO SANITARY DISTRICT 1042 Monte Cristo Lane Santa Barbara, CA 93108	Project Name: HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT	



Original Contract Amount:	\$
Approved Changes through #: _____	\$
Quantity Changes: (Requires Project Engineer verification)	\$
Total Contract Amount to Date:	\$



Value of Work Completed to Date:	\$
Less Retention:	\$
Subtotal:	\$
Less Previous Payments Approved:	\$
Progress Payment Requested:	\$ _____

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his or her knowledge, information and belief, the work covered in this application for payment has been completed in accordance with the Contract documents and the costs shown are true and correct.

_____	_____
<i>Signature</i>	<i>Print Name</i>
_____	_____
<i>Title</i>	<i>Date</i>

MONTECITO SANITARY DISTRICT

**Construction Contract Form CC-2
Progress Payment Request - Detail**

Date: _____ Payment Request No: _____ Contract No.: _____

Contractor: _____

Project Name: HIGHWAY 192 SEWER MANHOLE ADJUSTMENT PROJECT

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT/ FIRM PRICE	IN PLACE THIS PERIOD		IN PLACE TOTAL	
					QTY. OR %	EXTN.	QTY. OR %	EXTN.
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								

Contractor Signature _____ Date _____

Inspector Signature _____ Date _____

MONTECITO SANITARY DISTRICT

**Construction Contract Form CC-4
Final Release Payment**

From: _____
Contractor

Address

Date: _____

Contract No. _____

Payment Request No. _____

Project Name: HIGHWAY 192 SEWER MANHOLE
ADJUSTMENT PROJECT

To: MONTECITO SANITARY DISTRICT _____

1042 Monte Cristo Lane
Santa Barbara, CA 93108

Upon settlement of final quantities and approval of a Notice of Completion for the project by the Board, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the Board to approve such final payment for Contractor in connection with the project named.

This release covers the final payment to the undersigned for all labor, services, equipment and material furnished on the job, including the work of all subcontractors and all materials furnished for all suppliers, and other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

Contractor Signature

Print Name

Title

Date

NOTICE: A signed final release is required with submittal of request for payment.

Section 7 – Responsibility of the Contractor

Add the following:

7-2.3 Certified Payroll Requirements (Supersedes 7-2)

The Contractor shall comply with all applicable provisions of Section 16100 of Title 8 of the California Code of Regulations, which require the Contractor to keep accurate records of work performed as provided in Labor Code Section 1812, to allow Owner to inspect contractor's payroll records pursuant to Labor Code Section 1776 and Section 16400(e) of Title 8 of the California Code of Regulations, and to comply with all requirements imposed by law. All certified payroll shall be submitted monthly, along with the Progress Payment Request form. The Owner reserves the right to withhold progress payments until all proper certified payrolls have been received and verified.

7-3.1 Liability Insurance (Supersedes 7-3)

As part of the consideration of this Agreement, Contractor agrees to Contract and maintain at its sole cost and expense during the life of this agreement insurance coverage as specified in 1) and 2) described below. All insurance coverage shall be placed with insurers that have a Best rating of no less than B+: XII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the Montecito Sanitary District.

- 1) General and Automobile Liability: Five Million Dollars (\$5,000,000) aggregate of General Liability and Five Million Dollars (\$5,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate of Automobile Liability insurance, including Bodily Injury and Property Damage. Such insurance shall include:
 - a) Extension of coverage to Montecito Sanitary District, its officers, employees and agents, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverage identified in item "1." above, but only as respects to the operations of the named insured. A copy of the endorsement evidencing that the Montecito Sanitary District has been added as an additional insured on the policy, must be attached to the certificate of insurance;
 - b) A provision that coverage will not be cancelled or subject to reduction until at least thirty (30) days' prior written notice has been given to the Montecito Sanitary District, addressed to 1042 Monte Cristo Lane, Santa Barbara, CA 93108;
 - c) A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with the Montecito Sanitary District;
 - d) Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity or hold harmless provisions included in this Agreement;
 - e) A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;
 - f) Broad form Property Damage Endorsement; and,
 - g) A provision that the policies shall apply on an "occurrence" basis.
- 2) Workers' Compensation: In accordance with the provisions of the California Labor Code, contractor is required to be insured against liability for Workers' Compensation which shall cover all employees while performing any work incidental to the performance of this Agreement.

Approval of insurance by the District or acceptance of the certificate of insurance by the District shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Agreement, nor shall it be deemed a waiver of District's rights to insurance coverage hereunder.

Current Certificates of Insurance on forms supplied by the District and evidencing the above coverage shall be completed by the Contractor's insurer or its agent and submitted to District prior to execution of this Agreement by the District. Contractor shall exercise due diligence to require any and all subcontractors and all tiers of such subcontractors to provide General and Automotive Liability and Workers' Compensation and Employer's Liability Insurance with minimum limits of coverage and upon terms and provisions required above.

7-3.2 Hold Harmless

Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the Montecito Sanitary District, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which Montecito Sanitary District may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement.

7-8 Work Site Maintenance

Add the following:

7-8.3 Noise Control

The Contractor shall comply with all applicable noise control regulations.

The Contractor shall use only such equipment on the work, and in such state of repair, that the emission of sound there from is within the manufacturer's noise tolerance level of that equipment; and as established by accepted standards of the industry. Should it be determined that the muffling device on any equipment used on the work is ineffective or defective so that the noise tolerance of such equipment, as established by accepted standards of the industry, is exceeded, such equipment shall not, after such determination, be used on the work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

7-8.7 Cleanup and Dust Control

The Contractor shall monitor and implement aggressive measures to mitigate dust, grit, excessive noise, and other nuisances in and around the work areas during the entire Contract period, including holidays and weekends. Site cleanup is required at the end of each work day and all debris such as gloves, wrappers, and bottles shall be removed and disposed of by the Contractor.

7-8.8 Water for Construction

Attention is directed to the provisions of Section 7, "Responsibilities of the Contractor", of the Standard Specifications, with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage. Nothing in Section 7 shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions, or as relieving the Contractor from the legal responsibilities defined in said Section 7.

Water required for dust control shall be used as necessary and supplied at the Contractor's expense. It is the responsibility of the Contractor to contact the Montecito Water District for a permit and meter and to comply with all provisions of that permit.

7-9 Protection and Restoration of Existing Improvements

Add the following:

7-9.1 Protection and Restoration of Existing Improvements

After the Contract is awarded and before the commencement of work, Contractor and Engineer shall make a thorough examination of all existing buildings, structures, and other improvements in the vicinity of the work, as applicable, which might be damaged by construction operations. Periodic examinations of existing structures and other improvements in the vicinity of the work shall be made jointly by authorized representatives of the Contractor, Engineer, and the affected property owners. The scope of the examination shall include cracks in structures, settlement, surface conditions, broken pipes and sprinklers, leakage, and similar conditions. Records of all observations shall be prepared by the Contractor and each copy of every document shall be signed by the authorized representative of the Owner and of the Contractor. Photographs, as requested by the Owner, shall be made by the Contractor and signed in the manner specified above. One signed copy of every document and photograph will be kept on file in the office of the Engineer. These records and photographs are intended for use as evidence in ascertaining whether and to what extent damage occurred as a result of the Contractor's operations, and may be relied upon by the Engineer as a sufficient basis for assessing charges to the Contractor for any such damages.

Interference and damage to existing improvements, utilities, buildings, irrigation, landscaping, and appurtenances by the Contractor must be repaired by and rectified at the Contractor's expense and to the Montecito Sanitary District's approval and satisfaction. The Contractor shall repair the damage within fifteen (15) working days after the damage occurred.

Full compensation for protection and restoration of existing improvements shall be considered incidental to the project and no separate payment shall be made. All costs related to protection and restoration of existing improvements shall be included in the various other applicable items of work.

7-9.2 Existing Trees and Vegetation

No cutting of any part of public or private trees shall be done without prior approval from the Montecito Sanitary District and/or the tree owner.

All cultivated and landscaped areas and other surface improvements that are damaged or disturbed by actions of the Contractor shall be restored as nearly as possible to their original condition at the Contractor's expense.

Full compensation for work on existing trees and vegetation shall be considered incidental to the project and no separate payment shall be made. All costs related to work on existing trees and vegetation shall be included in the various other applicable items of work.

7-10 Public Convenience and Safety

Add the following:

7-10.4 Safety

- A. Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.
- B. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County, and local laws, ordinances, codes, requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Where these requirements are in conflict, the more stringent requirement shall be followed.

Contractor shall become thoroughly familiar with the governing safety provisions and shall comply with the obligations set forth therein.

- C. Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. The Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.
- D. Work shall be performed in a fire safe manner. Furnish and maintain on the site adequate firefighting equipment capable of extinguishing incipient fires. Contractor shall comply with applicable federal, local, and state fire prevention regulations. Where these regulations do not apply, follow applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).
- E. Engineer's duty to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.
- F. As part of safety program, the Contractor shall maintain at the job site, safety equipment applicable to the Work as prescribed by the governing safety authorities, and articles necessary for giving first-aid to the injured. The Contractor shall establish procedures for the immediate removal of persons who may be injured on the job site to a hospital or a doctor's care.
- G. Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or un-ramped grade changes in pedestrian sidewalks or walkways. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.
- H. If death, serious injuries or damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. In addition, Contractor shall promptly report, in writing, all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on or adjacent to the site, giving full details and statements of witnesses.
- I. If a claim is made by anyone against the Contractor or any subcontractor on account of accident, Contractor shall promptly report the facts in writing, giving full details of the claim.

Contractor required to follow all OSHA regulations for safety including, but not limited to; confined space, traffic control, potential exposure to raw sewage, manhole safety, among others.

7-10.5 Storage of Equipment and Materials in Public Streets

Add the following:

Construction equipment shall be removed from the public streets right-of-way at the conclusion of each workday. The area shall be left in a neat and orderly condition at the conclusion of each workday including hand sweeping to remove debris.

Section 8 – Facilities for Agency Personnel

No change.

Section 9 – Measurement and Payment

Add the following:

9-3.2.1 Retained Percentage (supersedes last two paragraphs in 9-3.2)

The Owner will retain ten (10) percent of any progress payment as a fund for assurance of the performance of the Contract, and for the protection and payment of any person or persons, mechanics, subcontractor, or workers who shall perform any labor upon the Contract or work there under or who shall supply such person or persons or subcontractors with components, materials and/or supplies for carrying on such work.

Section 10 – Claims

Add the following:

10-1.1 Required Claims Procedures

For claims of the Contractor arising out of this Contract, Contractor shall not be entitled to payment for any act, condition, circumstance, or failure to act, by the Montecito Sanitary District, including refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless Contractor shall have given the Engineer written notice of potential claim as herein provided. Compliance with this Section shall not be a prerequisite to matters within the scope of specific protest provisions contained elsewhere in these specifications.

A written notice of potential claim shall set forth the reasons for which the Contractor believes compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. Said written notice of potential claim shall be given to the Engineer within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. Where it may be anticipated that work, damages or a claim may arise from any circumstance, occurrence or something required to be done, Contractor shall give notice to the Engineer of such potential claim or damages at the earliest time possible.

The Contractor shall promptly provide the Board with any information and evidence necessary for the Board to determine the extent and cause for the costs or damages claimed. The Board shall order provide a review and analysis of the evidence regarding such potential claim and shall inform the Contractor as regarding any determinations within thirty (30) days after submission of the evidence of potential claim. If no determination is made within such thirty (30) days, the Contractor may proceed as if the claim were rejected by the Montecito Sanitary District.

It is the intention of this Section that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that damages or unexpected costs can be avoided, potential claims may be settled, if possible, or that other appropriate action taken in time to avoid unusual costs. The Contractor hereby agrees that Contractor shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

A determination to award a potential claim shall be included on completion of the work in the recommendation of the Engineer to the Board, provided that payment of a potential claim does not cause the total amount of the Contract, including Extra Work, to exceed the total Contract amount as originally awarded by the General Manager. In the event a determination to award a potential claim will result in a total Contract amount to exceed the amount originally approved by the General Manager, then the award of the potential claim must be approved by the Montecito Sanitary District Board. Where the Board determines against an award for a potential claim the Contractor shall pursue the claim in accordance with the provisions of the California Public Contract Code.

Article 1.5 of Chapter1, Part 3 of the California Public Contract Code (Sections 20104 et seq.) is set forth as follows:

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

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

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

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

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

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

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

§ 20104.2. Claims; requirements; tort claims excluded

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

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

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

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

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

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

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

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

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

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

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

§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses The following procedures are established for all civil actions filed to resolve claims subject to this article: (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

§ 20104.6 Payment on undisputed portion of claim; interest on arbitration awards or judgments

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

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

The filing of a notice of potential claim shall not relieve Contractor of the obligation to file a timely claim with the Montecito Sanitary District in accordance with the provisions of the California Public Contract Code nor shall the filing of a notice of potential claim extend the time for filing such claim.

Any claim in excess of \$375,000 must be submitted to the Montecito Sanitary District not later than 30 days after the date of the decision of the District that is disputed by the Contractor. Such claim must be in writing and include documents necessary to substantiate the claim. The Montecito Sanitary District Board shall investigate the claim and shall conduct a hearing at which the Contractor may present evidence regarding the matter. At the conclusion of the investigation and hearing the recommendation of the Board or designee and the reasons therefore shall be forwarded to the Contractor. The submission of a claim in accordance with this Paragraph is a prerequisite to the institution of any civil action regarding the amount in dispute.

END OF PART B

PART C – SPECIAL PROVISIONS, MODIFICATIONS AND ADDITIONS

SECTION C1 - GENERAL CONSTRUCTION REQUIREMENTS

C1-1 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction (2015 edition) of the Southern California Chapter American Public Works Association (Green Book). The Standard Specifications are incorporated herein by reference. In case of conflict between the Green Book and the Special Provisions, the Special Provisions shall control.

Part B of these contract documents are the District's standard revisions to Part 1 of the Green Book for all District projects that are constructed under the specifications of the Green Book. This Section C1 contains revisions to Part 1 of the Green Book which are related to this particular project. This Section C1 shall be used in conjunction with Part 1 of the Green Book, and Part B of these Contract Documents.

SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

No change.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-5 PLANS AND SPECIFICATIONS

2-5.1 General. Add the following:

Contract Drawings. The location of the work, its general nature and extent, details, and other pertinent information are shown on the details and in the Appendices. The Contractor shall visit the site of the work and by personal investigations satisfy himself or herself as to the existing conditions affecting the work to be done. If the Contractor chooses not to visit the site or conduct investigations, the Contractor will nevertheless be charged with knowledge of conditions which reasonable inspection and investigation would have disclosed.

2-5.2 Precedence of Contract Documents. If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

- 1) Permits from other agencies
- 2) Special Provisions
- 3) Standard Drawings
- 4) Standard Specifications
- 5) Reference Specifications

Change Orders, Supplemental Agreements, and approved revisions to Standard Drawings and Specifications will take precedence over Items 2) through 7) above. Detailed plans shall have precedence over general plans.

2-5.3.3 Shop Drawings. Replace with the following:

The Contractor shall submit a PDF of the following items to the Engineer for review at least five (5) working days prior to the pre-construction meeting. Issuance of a Notice to Proceed, is dependent on the timeliness and the level of detail of these submittals. Submittals shall be submitted to the engineer in PDF document with appropriate dividers.

Submittal shall include, but are not limited to:

- A. Copy of the Caltrans Road Encroachment Permit and Conditions
- B. Construction Schedule per 6-1.
- C. Traffic Management Plan per 7-10.
- D. Key Personnel, Key Personnel's telephone numbers and emergency telephone numbers.
- E. Material and Equipment Review.
- F. Catalog Cuts & Affidavits of Compliance.
- G. Manufacturer's catalogs (or excerpts thereof) and affidavits of compliance with the contract documents shall be submitted for all materials to be used on the project.

2-5.4 Record Drawings. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these specifications and the Standard Drawing and submit the information to the District. No changes shall be made without prior written approval of the Engineer. Failure to submit a record of construction changes may result in partial payment request not being processed.

2-5.4 Measurement and Payment. Add the following:

Preparation of Shop Drawing as defined in Section 2-5.3.3 "Shop Drawings" and Record Drawings as defined in Section 2-5.3.4 "Record Drawings" shall be considered to be included in the unit price paid for adjusting a manhole frame and cover to grade and no additional compensation will be allowed therefore.

2.9 SURVEYING. Add the following:

2-9.5 Construction Survey. The Contractor is not required to survey the manhole locations. The Contractor is required to take tie-downs to locate the sewer manhole locations in order to reset the frame and covers after an overlay.

2-9.6 Monuments. Existing survey monuments shall be protected from damage. All survey monuments damaged or displaced by the Contractor shall be replaced in accordance with the provisions of the Land Surveyor's Act, Code of the State of California, at Contractor's expense.

2-9.7 Measurement and Payment. All costs relative to surveying or taking tie-downs shall be considered as included in the unit price paid for adjusting a manhole frame and cover to grade and no additional compensation will be allowed therefore.

SECTION 3 - CHANGES IN WORK

3-3 EXTRA WORK

3-3.2.2 Basis for Establishing Costs. Add the following:

(f) Notification. The Engineer reserves the right to request Extra Work Services of workers and equipment from the Contractor given 24 hours written notification.

(g) Duration. The Engineer will and Contractor shall maintain a daily report of Extra Work listing all labor, materials, and equipment involved for each working day. A minimum period of 2 hours for providing labor and equipment must be accumulated by the Contractor before a payment request will be accepted by the Engineer.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

Add the following:

4-1.10 Manufacturer’s Recommendations. Where the manufacturer of any material or equipment provides written recommendations or instructions for its use, or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with except where the contract documents specifically require deviations.

SECTION 5 – UTILITIES

None.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Replace with the following:

No later than five (5) working days prior to the pre-construction meeting, the Contractor shall submit a practical construction schedule to the Engineer for approval. The schedule shall be updated and revised on the first day of the week for each week during the entire contract period, the revised construction schedule shall be delivered to the Montecito Sanitary District prior to the close of business on the first day of each week.

6-1.2 Pre-Construction Meeting and Weekly Construction Meetings. The Contractor shall attend a pre-construction meeting to be held prior to the commencement of the construction at a place and time designated by the Engineer. Representatives of the Contractor, Montecito Sanitary District, and other affected parties shall be present. At this meeting the Contractor shall designate the project superintendent and the superintendent’s authority to act for the Contractor.

In addition to the pre-construction meeting, a weekly construction meeting will be held at a time and place designated by the Engineer with the Contractor’s representatives and other affected parties.

6-1.3 Final Job Walkthrough Meeting. The Contractor shall attend the final Job Walkthrough Meeting to be held prior to final payment at a time designated by the Engineer. The Contractor shall expect the final job walkthrough to last a minimum of 2 hours for all sewer main construction. The contractor’s superintendent and foreman shall be present at all times during the final job walkthrough. The Contractor shall provide the following at the final job walkthrough meeting:

- Any as-built documentation not yet submitted

6-1.4 Measurement and Payment.

Preparation of the construction schedule, attending the pre-construction meeting, attending the weekly construction meetings, and attending the final job walk-through meeting, including preparation of the construction schedule, updating the schedule each week and providing a copy of the updated schedule each week to the Engineer shall be considered to be included in the unit price paid for adjusting a manhole frame and cover to grade and no additional compensation will be allowed thereafter.

6-3 SUSPENSION OF WORK.

6-3.1 General. Add the following:

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modification or for other determinations to be made, the Contractor shall move to other areas of work until such determinations are made. No additional compensation will be allowed by reason of such temporary suspension of work when the Contractor can reasonably reschedule work at a different location.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1.1 Measurement and Payment. Add the following:

Mobilization and demobilization of all equipment, materials and labor required to complete the project improvements, all bonding costs, and all insurance costs associated with the project shall be considered to be included in the unit price paid for adjusting a manhole frame and cover to grade and no additional compensation will be allowed thereafter.

7-5 PERMITS. Add the following:

7-5.1 Caltrans Road Encroachment Permit

All work in the Caltrans right-of-way shall be subject to the terms and conditions of a Caltrans Road Encroachment Permit and all permit conditions placed on the permit by the State. Contractor shall prepare and file the Road Encroachment Permit application and all required documents and bonds required for the construction of the project. Any permit fees will be paid by the District.

Contractor is required to apply for and pull the Road Encroachment permit identified above prior to the start of any construction work.

A copy of all items submitted to Caltrans along with the permit and permit conditions shall be provided to the District within 7 calendar days of providing said item to Caltrans and after pulling the Road Encroachment Permit.

7-5.1.2 Measurement and Payment. Add the following:

Preparing and filing all of the Caltrans required documents including the application, posting all bonds, and complying with all permit conditions and implementation of the permit requirements including the Caltrans Standard Traffic Control Plan; including all labor, materials and equipment shall be included in the unit price paid for "Filing for and Pulling Caltrans Road Encroachment Permit" and no additional compensation will be allowed thereafter.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Add the following:

The District will strictly enforce the requirement for the Contractor's representative to be present at the project site whenever work is in progress as stated in this section of the SSPWC.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. Add the following:

The contractor shall prevent dust, grit, excessive noise, and other nuisances in and around the work areas during the entire contract period, including holidays and weekends. The Contractor shall dispose of all excess excavated materials daily and bear all costs or retain any profit incidental to such disposal. No additional compensation will be allowed therefore. If the Contractor fails to control dust in accordance with these contract specifications, the District reserves the right to hire another contractor or agency to perform this work on a "force account" basis. The total cost for performing this dust-control work using another contractor or agency will be deducted from the total contract price at final payment.

7-8.2 Measurement and Payment. Add the following:

Cleanup and dust control throughout the project contract time shall be included in the unit price paid for adjusting a manhole frame and cover to grade and no additional compensation will be allowed thereafter.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. Add the following:

7-9.1 Existing Trees and Vegetation. Cutting any part of trees for access purposes shall not be done without prior approval from Montecito Sanitary District. Prior to pruning overhead limbs, the Montecito Sanitary District shall be contacted to review the proposed pruning and inspect the work sites as necessary.

All cultivated and landscaped areas and other surface improvements, which are damaged or disturbed by actions of the Contractor, shall be restored as nearly as possible to their original condition at Contractor's expense.

Protect Existing Trees, as well as compensation for pruning of tree limbs, including providing all labor, materials and equipment, shall be included in the unit price paid for adjusting a manhole frame and cover to grade and no additional compensation will be allowed thereafter.

7-10 PUBLIC CONVENIENCE AND SAFETY. Add the following:

7-10.1 Traffic and Access. Replace with the following:

7-10.1.1 Scope. All work within the Caltrans right-of-way shall conform to Traffic Management Plan requirements and the conditions of the Caltrans Road Encroachment Permit.

7-10.2 No change.

7-10.3 Street Closures, Detours, Barricades. Add the following:

7-10.3.1 Traffic Maintenance. Except as herein noted, the maintenance and control of traffic shall comply with the provisions of subsection 7-10, "Public Convenience and Safety," of the Standard Specifications and subsection C7-10.1, "Traffic and Access" of these special Provisions. All Construction work shall be accomplished for the minimum inconvenience and maximum safety of the public vehicular and pedestrian traffic.

7-10.3.2 Street Closures. At least one travel lane, providing access for through traffic in both directions by way of an approved traffic plan and the use of flaggers is required. Two way traffic must be maintained during all non-work hours.

7-10.3.3 Access. Access to residences living adjacent to the work area shall be maintained at all times. At least 72 hours in advance of starting any work that may affect the access to private properties, the Contractor shall provide written notice to such property owners. Vehicular access to and from residential driveways shall be maintained at all times, except when performing items of work which cannot be accomplished without access restriction. Property owner notice shall be approved by Montecito Sanitary District first and shall include as a minimum a description of the driveway to be closed (northerly driveway, southerly driveway, etc.) the day of the closure and the start and end time of the closure.

7-10.3.4 Measurement and Payment. Add the following:

Payment for maintaining and controlling traffic will be made at the unit price bid for "Traffic Control". The above unit price bid for maintaining and controlling traffic shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, supervision, and incidentals thereto, and for all work involved in installing, maintaining and controlling traffic, complete in place. Full compensation for all additional items of work, including flaggers, special signs, and flashing arrow boards, not specifically detailed or specified, but essential to the maintaining and controlling of traffic, shall be considered as included in the unit price bid for "Traffic Control", and no additional compensation will be allowed therefore.

7-10.4 No change.

7-10.5 Standard Notifications. The Contractor shall deliver notices to all residents as needed per Section 7-10.3.3 and as specified below. Format and content of each notice shall be approved by the Montecito Sanitary District. Such notices shall at a minimum give the start date of the work that may affect the access to their private property, daily schedule for the proposed work, typical parking restriction for the work, the times of any restricted driveway access, the Contractor’s representative and phone number, the District representative and phone number, along with any other information requested by the Montecito Sanitary District. All notices shall be in the format of door/gate hangers (14 inches by 4 inches, 110 Springhill Index or approved equal) and shall be hung at the main door or gate of each residence affected. Door/gate hangers shall not be hung on a mail box. Full compensation for producing and delivering all such notices shall be considered as incidental to the project and no separate payment shall be made therefore.

7-10.6 Measurement and Payment. Add the following:

All cost associated with compliance with the requirements of Section 7-10, “Public Convenience and Safety” including all labor, materials, equipment, barricades, cones, signs, property owner notices, preparation of a Traffic Control Plan, and Caltrans property owner coordination shall be considered to be included in the unit price paid for “Traffic Control” and no additional compensation will be allowed therefore.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK. Add the following:

The unit price bid for each bid item shall include full compensation for furnishing all labor, material, tools, equipment, supervision, transportation, saw cutting, excavation, incidentals thereto, and all work necessary for the work specified, complete in place and operable, as specified and intended, and not specifically paid for by separate bid items.

SECTION C2 – CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

C2-1 Standard Specifications

The work provided herein shall be performed in accordance with Standard Specifications for Public Works Construction (2015 edition) of the Specifications for Public Works Association. Part 2 (Construction Materials) of the Standard Specifications is incorporated herein by reference. In case of the conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall control.

201-8 Precast Concrete Manholes. Add the following:

201-8.1 Precast concrete grade rings, if needed, shall be manufactured in accordance with the latest issuance of ASTM Designation C-478. Fibermesh polypropylene fibers shall be added to the concrete at the batch plant at a concentration of 1.5 pounds per cubic yard to control shrinkage cracking. The District also allows HDPE grade rings.

201-8.2 Frames and Covers

If damaged manhole frames and covers are identified during the work, the District will supply new manhole frames and covers to be installed by the Contractor.

201-8.3 Cast in Place Concrete and Reinforcing

Concrete for frame collars shall be Class 520-C-2500 per Section 201-1, colored black (integrally mixed, not dusted).

201-8.4 Sealant

Sealant used in manhole construction and at penetrations shall be butyl rubber and shall be solvent free, waterproof, and unaffected by contact with raw sewage. Sealant shall be Sikalastormer as manufactured by Sika Corporation, USA or equal approved in advance by the Engineer.

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SECTION C3 – CONSTRUCTION METHODS

C3-1 Standard Specifications

The work provided herein shall be performed in accordance with Standard Specifications for Public Works Construction (2015 edition) of the Specifications for Public Works Association. Part 3 (Construction Methods) of the Standard Specifications is incorporated herein by reference. In case of the conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall control.

306-1 OPEN TRENCH OPERATIONS

306-1.5.1 Pavement Resurfacing. Modify as follows:

The Contractor shall restore all pavement surfaces in accordance with the Caltrans Road Encroachment Permit conditions, plans, details and specifications.

Prior to placing the manhole concrete collar and the permanent asphalt concrete, any loose subgrade or crushed aggregate base shall be firmly and uniformly compacted to the correct depth and slope.

Unless special permission is obtained from the Engineer, or otherwise specified, the Contractor shall replace all pavement in kind and as required by the Caltrans Road Encroachment Permit conditions. If concrete is discovered beneath the existing asphaltic concrete, the concrete to be replaced may contain a maximum of 2% calcium chloride. Concrete to attain a strength of 2,500 psi minimum prior to compaction of hot mix asphalt concrete.

306-1.5.3 Measurement and Payment. Add the following:

All cost associated with permanent pavement resurfacing including transportation, placing, spreading, compaction, removal, disposal of same offsite, labor, equipment, and materials shall be included in the unit price paid for adjusting a manhole frame and cover to grade and no additional compensation will be allowed thereafter

C3-2 SEWER MAIN AND LATERALS AND MANHOLE CONSTRUCTION, METHODS.

Add the following:

C3-2.5 Sewer Manhole.

C3-2.5.1 Sewer Manhole Safety.

The Contractor shall be in full compliance with State regulations regarding safety in confined spaces and shall have proper safety equipment, including shoring, gas detectors, and harnesses, at the work site.

Prior to removing any sewer lid or vault cover, the Contractor shall check the sewer for explosive gases, hydrogen sulfide, and oxygen. The Contractor shall use a Gastech 3220HS sniffer or approved equal to check gas levels by inserting the probe through any available holes in the lid prior to removal. If detected levels are outside of those listed below, the Contractor shall leave that lid in place and notify the District. The Contractor shall stop work on the subject manhole until the hazardous situation is mitigated by the District. If there is no hole in the manhole lid, the Contractor shall lift and wedge a small piece of wood under the lid to perform the readings. Hazardous gas levels are as follows:

Percent LEL:20 maximum

Percent Oxygen:19.5 minimum
Hydrogen Sulfide:10 ppm maximum

C3-2.10 Protect Existing Vegetation and Landscaping.

C3-2.10.1 General.

The Contractor shall protect the existing landscaping and irrigation system improvements within the work area from damage and shall repair all damage to the existing landscaping and irrigation system to the satisfaction of the property owner as called for on the project plans.

C3-2.10.2 Measurement and Payment.

All cost associated with the protection of the existing landscaping and irrigation system and repairs thereto including labor, equipment and materials shall be considered to be included in the unit price paid for adjusting a manhole frame and cover to grade and no additional compensation will be allowed thereafter.

C3-2.12 Protect Existing Tree.

C3-2.12.1 General.

The Contractor shall protect the existing trees and branches within the work area from damaged and shall cleanly cut branches that interfere with the access to the manhole.

C3-2.12.2 Measurement and Payment.

All cost associated with the protection of the existing trees and branches, including hand cutting of the branches, labor, equipment and materials shall be considered to be included in the unit price paid for adjusting a manhole frame and cover to grade and no additional compensation will be allowed thereafter.

C3-2.14 File for and pull Caltrans Road Encroachment Permit.

C3-2.14.1 General.

The Contractor shall apply for and pull the required Road Encroachment Permit for the project. The Contractor shall prepare the permit application, the Traffic Mitigation Plan, all as required by Caltrans for this project. The Contractor shall comply with all permit conditions. The Contractor shall pay all permit related fees and post all required bonds needed to pull the permit.

C3-2.14.2 Measurement and Payment.

All cost associated with the permit process including completing the required application, preparing the Traffic Mitigation Plan, bonds, labor, materials and equipment shall be considered to be included in the lump sum paid for “File for and pull Caltrans Road Encroachment Permit” and no additional compensation will be allowed therefore.

C3-2.15 Move in/out, Bonds and Insurance.

C3-2.15.1 General.

The Contractor shall mobilize and demobilize all equipment, labor and materials post all required bonds and maintain all required insurances as identified in the project documents throughout the entire course of the project contract period.

C3-2.15.2 Measurement and Payment.

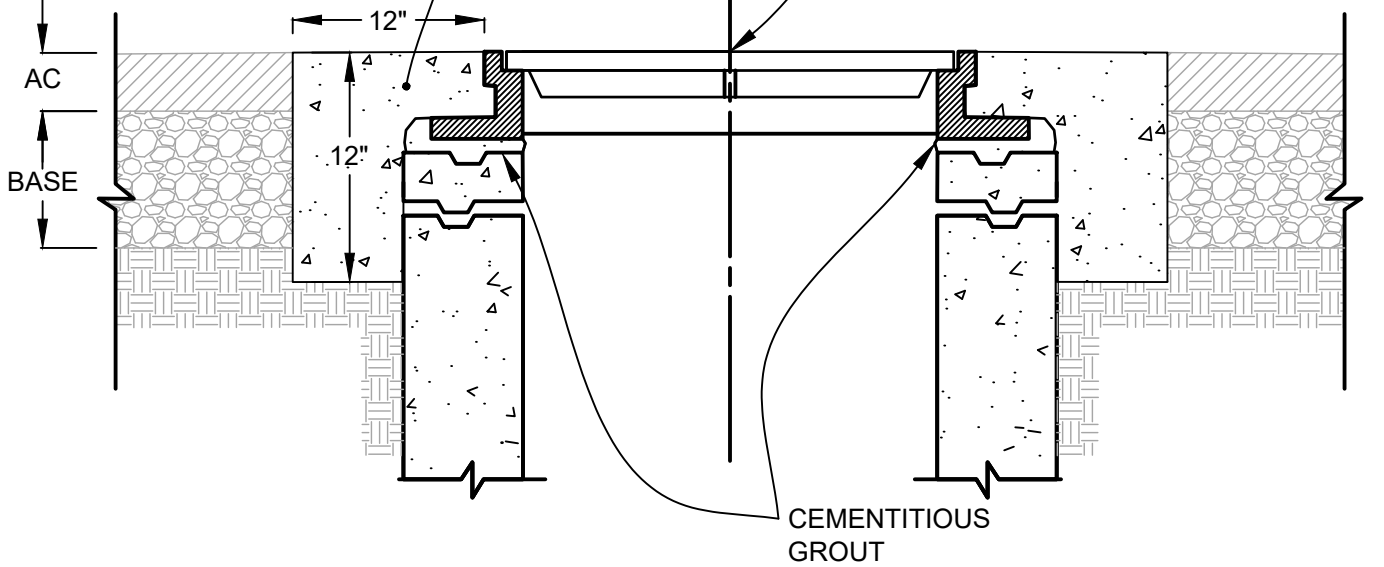
All cost associated with mobilization, demobilization, bonds and insurance including labor, materials and equipment shall be considered to be included in the lump sum paid for “Move in/out, Bonds and Insurance” and no additional compensation will be allowed therefore.

END OF PART C

PART D- APPENDICES

APPENDIX A- MSD Standard Drawing No. 5.2

12" CONCRETE COLLAR CLASS 520-C-2500 COLORED BLACK (INTEGRALLY MIXED, NOT DUSTED) IN ASPHALT CONCRETE AREAS



M.H. FRAME AND COVER PER MSD STD. DWG. NO. 5.0 AND 5.1

CEMENTITIOUS GROUT

CONSTRUCTION NOTES:

1. SET FRAME AND COVER TO ROADWAY GRADE USING FOLLOWING PROCEDURE:
 - A. REMOVE EXISTING PAVEMENT TO DIMENSIONS SHOWN.
 - B. POSITION FRAME TO FINISHED GRADE SO THAT THE FRAME IS FLUSH TO SUBFLUSH WITHIN 1/4 " OF THE PAVEMENT SURFACE.
 - C. APPLY GROUT TO ANNULAR SPACE BETWEEN FRAME BOTTOM AND TOP OF GRADE RING AS SHOWN IN THE SECTION VIEW.
 - D. APPLY TACK COAT TO OUTSIDE OF FRAME AND AT EXPOSED EDGE OF EXISTING PAVEMENT.
 - E. CONSTRUCT ROAD STRUCTURAL SECTION: FOR COUNTY OR STATE ROADWAYS, THE CONDITIONS OF THE ENCROACHMENT PERMIT SHALL BE USED, ASSUMED MIN. 0.5' AC OVER 0.5' CLASS 2 AGGREGATE BASE. FOR PRIVATE ROADS AND LANES, MATCH EXISTING PAVEMENT SECTION, MIN. 0.33' AC PAVEMENT OVER 0.5' CLASS 2 AGGREGATE BASE.
 - F. COMPACT SUB GRADE AND AGGREGATE BASE TO MIN. 95% RELATIVE DENSITY.

2. COVER AND FRAME ARE TO FIT SECURELY WITH NO NOTICEABLE ROCKING OF THE COVER UPON A WHEEL PASS OF A UTILITY VEHICLE.

GENERAL NOTES:

INSTALLATION TO BE IN COMPLIANCE WITH CONDITIONS OF STATE OR COUNTY ENCROACHMENT PERMIT.

MANHOLE FRAME ADJUSTMENT GRADE RING LIMITS, OUTSIDE THESE LIMITS REQUIRES RAISING OF THE SHAFT :

NEW CONSTRUCTION:

3" MAX. HEIGHT

1" MIN. HEIGHT

EXISTING CONDITION:

18" MAX. HEIGHT

1" MIN. HEIGHT

FALSE BOTTOMS MUST BE PLACED IN THE MANHOLE PRIOR TO LOWERING THE MANHOLE FRAME AND BE IN PLACE WHEN FRAME IS RAISED TO GRADE TO PROTECT THE SEWER FROM POTENTIAL DEBRIS.

AUGUST 2020
DATE

ADJUST MANHOLE FRAME AND COVER TO GRADE

STANDARD DRAWING



DIANE GABRIEL
GENERAL MANAGER

REVISIONS

NO. 5.2

APPENDIX B- Montecito Sanitary District Caltrans Permit

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>



Making Conservation
a California Way of Life

May 7, 2021

05-SB-192-7.00/13.70
0521 NUR 0204
Project Code: 05-1N190

Montecito Sanitary District
c/o Patrick Chesbro - Caltrans Right of Way
Attn: Carrier E. Poytress
1042 Monte Cristo Lane
Santa Barbara, CA 93108

Dear Carrier:

Attached is your approved encroachment permit that authorizes the approved work identified in Utility Notice No. 05-UT-1787.481 within the State's right of way. **DO NOT BEGIN WORK UNTIL YOU HAVE FIRST READ THE PERMIT CAREFULLY AND COMPLETELY AND HAVE CONTACTED THE STATE REPRESENTATIVE LISTED ON YOUR PERMIT.**

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 Representative listed on your permit or our office at (805) 549-3152. Thank you in advance for your cooperation.

Pursuant to the Executive Department, State of California, Proclamation of a State of Emergency, signed on October 27, 2019, and under the direction of the Office of Emergency Services and the State Emergency Plan, work authorized by this permit will be suspended when a planned Public Safety Power Shutoff (PSPS) notification is in effect. Unless Permittee has obtained special approval from the Director of Caltrans or his assigns to work during a PSPS event, Permittee must stop work and make all traveled ways and roadsides safe for public travel and emergency services if notified by the Director of Caltrans or his assigns.

Sincerely,

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

for PETER A. HENDRIX, PE
District Permit Engineer

ENCROACHMENT PERMIT

E.A. 05-1N190

TR-0120 (REV. 6/2012)

Permit No. 0521 NUR 0204	
Dist/Co/Rte/PM 05-SB-192-7.000/13.70	
Date May 7, 2021	
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 23, 2021**
- Utility Notice No. **05-UT-1787.481** of **2/5/2020**
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO: Montecito Sanitary District
 c/o Patrick Chesbro - Caltrans Right of Way
 Attn: Carrier E. Poytress
 1042 Monte Cristo Lane
 Santa Barbara, CA 93108

Phone: 805-969-4200
 Permittee's Reference No. EA: 05-1N190 PID# 0520000149

_____, **PERMITTEE**

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

Relocate and/or alter existing utility facilities maintained and operated by Montecito Sanitary District to clear State Project code number 05-1N190, per the Utility Notice number referenced above as shown on the plans and as directed by the permit provisions in State Route 192 right of way between postmiles 7.0 and 13.7 in the County of Santa Barbara.

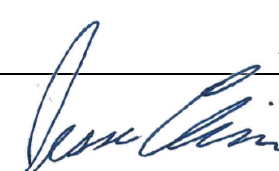
THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

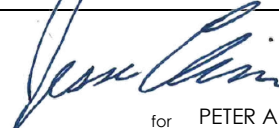
The following attachments are also included as part of this permit (Check applicable): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No General Provisions (TR-0045) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Utility Maintenance Provisions <input type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No Std. Storm Water Pollution Prevention Special Provisions <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.	In addition to fee, the Permittee will be billed actual costs for: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Review <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Inspection <input checked="" type="checkbox"/> Yes _____ Field Work (If any Caltrans effort expended)
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This permit is void unless the work is completed before **November 30, 2021**
 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
 Kevin Murdock- (Insp.)
 Aldo Estrada-SB Maint.

JC

APPROVED:

 TIMOTHY M. GUBBINS, District Director

BY:

 for PETER A. HENDRIX, PE, District Permit Engineer

STATE PERMIT REPRESENTATIVE

Unless approved otherwise by the State Permit Representative, **Permittee must contact the State Permit Representative listed below, at the following times, before starting work in the State right of way:**

- **A minimum of two weeks** prior to commencing work for a pre-job meeting to discuss permit provisions, notification requirements, and scheduling.
- **A minimum of 72 hours** prior to commencing work.

State Permit Representative: Kevin Murdock	Phone: 805-441-8439
Email: kevin.murdock@dot.ca.gov	Fax:

Notification requirements that will impact your work schedule:

1. **Changes to horizontal or vertical clearances;** minimum of 25-day advance notification.
2. **Lane closures;** completed "Weekly Traffic Update" form must be submitted by noon the Tuesday prior to date of proposed 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. When work has been interrupted for more than five working days, the Permittee must notify the Caltrans Permit Representative a minimum of 24 hours prior to **restarting work.**

This issued encroachment permit is void unless the permitted activity or construction is completed by the void date shown on page 1 of this encroachment permit. The Permittee is solely responsible to keep track of the permit void date. All requests to extend this void date must be received by the District 5 Encroachment Permits Office while the encroachment permit is valid. Request for an extension received after the permit void date cannot be processed.

Pursuant to the Executive Department, State of California, Proclamation of a State of Emergency, signed on October 27, 2019, and under the direction of the Office of Emergency Services and the State Emergency Plan, work authorized by this permit will be suspended when a planned Public Safety Power Shutoff (PSPS) notification is in effect. Unless Permittee has obtained special approval from the Director of Caltrans or his assigns to work during a PSPS event, Permittee must stop work and make all traveled ways and roadsides safe for public travel and emergency services if notified by the Director of Caltrans or his assigns.

ADDITIONAL ATTACHMENTS

- Utility Notice
- Notice of Completion TR-0128

PLANS AND SPECIFICATIONS

All work shall be in compliance with the Caltrans project plans and specifications. If conflicts arise between Special Provisions, Plans, Caltrans Standard Plans, Standard Specifications, or other Caltrans standards, the Caltrans Representative shall make the final determination regarding selection or interpretation of standards and/or specifications.

Permit prepared with no application or plan review under direction of D5 executive management to reduce backlog, completed PDT TR-0154 design and pre-construction quality checks provided in file.

EXISTING FACILITIES

Existing improvements must 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 must be replaced or restored to the satisfaction of the Caltrans representative. Such work must 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.

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 must inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal which STATE or PERMITTEE must legally pay, will be borne by PERMITTEE.

If any protection, relocation, or removal of utilities is required, including determination of liability for cost, such work must be performed in accordance with STATE policy and procedure. PERMITTEE must 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 must be correctly located and identified on the as-built plans.

PROJECT COMPLETION

As-Built plans shall be provided to the Caltrans Permit Inspector per the Caltrans project specifications.

Immediately following completion of the work permitted herein, the Permittee must fill out and send by email the Notice of Completion attached to this permit.

THANK YOU!

At the completion of the permitted work, please complete the form below and submit an electronic copy of this page sent by email to jesse.cline@dot.ca.gov.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION

TR-0128 (REV. 6/2001) CT #7541-5529-1

PERMIT # 0521 NUR 0204

Permit Representative: Kevin Murdock

Dear Sir or Madam:

All work authorized by the above numbered permit was completed on:

DATE: _____

SIGNATURE OF PERMITTEE: _____

Montecito Sanitary District

FM 92 1546 M

ADA Notice

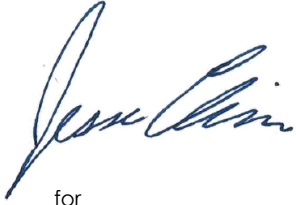
For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

Memorandum

*Making Conservation
a California Way of Life*

To: Kevin Murdock – Goleta RE Office

Date: May 7, 2021



File: Permit #0521 NUR 0204
05-SB-192-7.00/13.70

for
PETER A. HENDRIX, PE

From: **DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT OFFICE**

Subject: Permit Inspection

Attached is the encroachment permit allowing Montecito Sanitary District to begin work under Notice to Owner #05-UT-1787.481. All inspection activities must be charged to the appropriate phase of project code number 05-1N190. Any questions concerning the appropriate phase for this project should be addressed to the Caltrans Project Manager.

Construction Department is responsible for filing all project records, including any as-Built Plans (Record Drawings) in accordance with Chapter 5 of the Construction Manual (Project Records and Reports) and Chapter 7, Section 1 of the Project Procedures Manual (Uniform File System).

Please fill out and sign the attached COMPLETION NOTICE and send in all DAILY PERMIT REPORT (Form TR 0130) forms as soon as the work is satisfactorily completed. Please do not hesitate to contact my staff or me if there is anything we can assist with.

PROGRESS BILLING/PERMIT CLOSURE

TR-0129 (REV. 07/2013)

UNIT NUMBER 1245	PERMIT NUMBER 0521 NUR 0204
DIST/CO/RTE/PM 05-SB-192-7.00/13.70	

WORK ORDER/REFERENCE NUMBER EA: 05-1N190 PID# 0520000149	RELATED PERMITS
--------------------------------------------------------------------	-----------------

PERMITEE NAME
Montecito Sanitary District, c/o Patrick Chesbro - Caltrans Right of Way

DESCRIPTION OF WORK
Relocate and/or alter existing utility facilities maintained and operated by Montecito Sanitary District to clear State Project code number 05-1N190, per the Utility Notice number referenced above as shown on the plans and as directed by the permit provisions in State Route 192 right of way between postmiles 7.0 and 13.7 in the County of Santa Barbara.

INSPECTOR'S COMMENTS

ACTUAL INSPECTION HOURS BY	PERMIT INSPECTOR Kevin Murdock	CONSTRUCTION R.E.	OTHER CALTRANS UNITS
<input type="checkbox"/> Completion Notice. To the best of my knowledge all work has been completed on (date) _____ in compliance with this permit. <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A Required final project completion records for structures. <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A Structure As-Built plans <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A Required final project completion records for roadway. <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A Roadway As-Built plans <input type="checkbox"/> Progress Bill <input type="checkbox"/> Quarter No.: _____ <input type="checkbox"/> Emailed (District 5 Asset Manager) with Number of New or Reconstructed Curb Ramp(s) <input type="checkbox"/> Permit Cancelled <input type="checkbox"/> Work is not complete (explain) _____			

INSPECTOR'S SIGNATURE	DATE
-----------------------	------

FOR PERMIT OFFICE USE

<input type="checkbox"/> FINAL BILL	<input type="checkbox"/> RELEASE CASH DEPOSIT	<input type="checkbox"/> PERFORMANCE BOND ATTACHED
<input type="checkbox"/> PROGRESS BILL	<input type="checkbox"/> OTHER	

Issue Date May 7, 2021 **JC**

ACTUAL HOURS (NOT FOR BILLING) Review Hours Inspection Hours Field Work Hours COMMENTS:	BILLING / REFUND INFORMATION FEE TYPE: <input type="checkbox"/> SF <input type="checkbox"/> AX Review Hours @ \$0.00 = \$ 0.00 Inspection Hours @ \$0.00 = \$ Field work Hours @ \$0.00 = \$ Equipment / Materials = \$ TOTAL FEES = \$ 	
	FEE DEPOSIT PAID ON (Date) \$ <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check (Check No.) FEE DEPOSIT PAID ON (Date) \$ <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check (Check No.) TOTAL DEPOSITS = \$ 	
COPIES TO: <input type="checkbox"/> Accounts Receivable <input type="checkbox"/> Local Agency (Agreement Work) <input type="checkbox"/> Maintenance	<input type="checkbox"/> Final Bill <input type="checkbox"/> BALANCE DUE \$ <input type="checkbox"/> Progress Bill <input type="checkbox"/> REFUND \$ REFUND OF CASH DEPOSIT IN LIEU OF BOND \$ CASH DEPOSIT PAID ON (Date) <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check (Check No.)	

EXEMPT

NAME AND ADDRESS TO BE USED FOR BILLING/REFUND
, c/o Patrick Chesbro - Caltrans Right of Way, Attn:

PERMIT ENGINEER for PETER A. HENDRIX, PE	PHONE NUMBER (805) 549-3206	DATE
-------------------------------------------------	--------------------------------	------

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR – 0045 (REV. 04/2021)

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee’s authorized agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively “the Permit Conditions”), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.
Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.
Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department’s representative and the Federal Highway Administration (“FHWA”) representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.
Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee’s project site. When existing encroachments conflict with Permittee’s work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).

ENCROACHMENT PERMIT GENERAL PROVISIONS

- 12. PERMITS AND APPROVALS FROM OTHER PUBLIC AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits and approvals necessary and required by law, including but not limited to permits from the California Public Utilities Commission (“CPUC”), California Occupational Safety and Health Administration (“Cal-OSHA”), and any other public agency and/or entity having jurisdiction. Permittee warrants all such permits and approvals have been obtained before beginning work under this encroachment permit. The Department may, at the Department’s discretion, require the Permittee to demonstrate that Permittee has obtained all such permits/approvals, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
- 13. PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 “Public Safety,” and to Section 12-4.04 “Temporary Pedestrian Access Routes,” and to Section 16-2.02 “Temporary Pedestrian Facility,” of the Department’s Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
- 14. PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public’s safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.
- Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department’s Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
- 16. STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department’s Standard Specifications.
- 17. CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department’s Standard Specifications, Standard Plans, and/or as directed by the Department’s representative.
- 18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- 19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee’s personal property and improvements shall be at no cost to the United States, the State, and the Department.
- 21. ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
- 22. AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
- Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department’s representative.
 - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - The plans are to be prominently stamped or otherwise noted “AS-BUILT” by the Permittee’s representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department’s representative, must be used for producing the As-Built plans.
 - If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets,

ENCROACHMENT PERMIT GENERAL PROVISIONS

- the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
- e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work. Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.
 - c) **Biological:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director

ENCROACHMENT PERMIT GENERAL PROVISIONS

of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 (“Unauthorized Work or Activity”); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee’s obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department’s property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

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

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

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work

or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

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

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

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

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

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

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

ENCROACHMENT PERMIT GENERAL PROVISIONS

- a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
- i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
 - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, so that it does not negatively impact State highway safety, maintenance, operations, construction, activities needed for construction/reconstruction, State facilities, or other encroachments. Additional permits or approval documents may be required authorizing additional work related to inspection, repair, and/or maintenance activities.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.
- The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)
- The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-

ENCROACHMENT PERMIT GENERAL PROVISIONS

eight (48) hours before, performing any excavation work within the State highway right-of-way.

38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's

Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

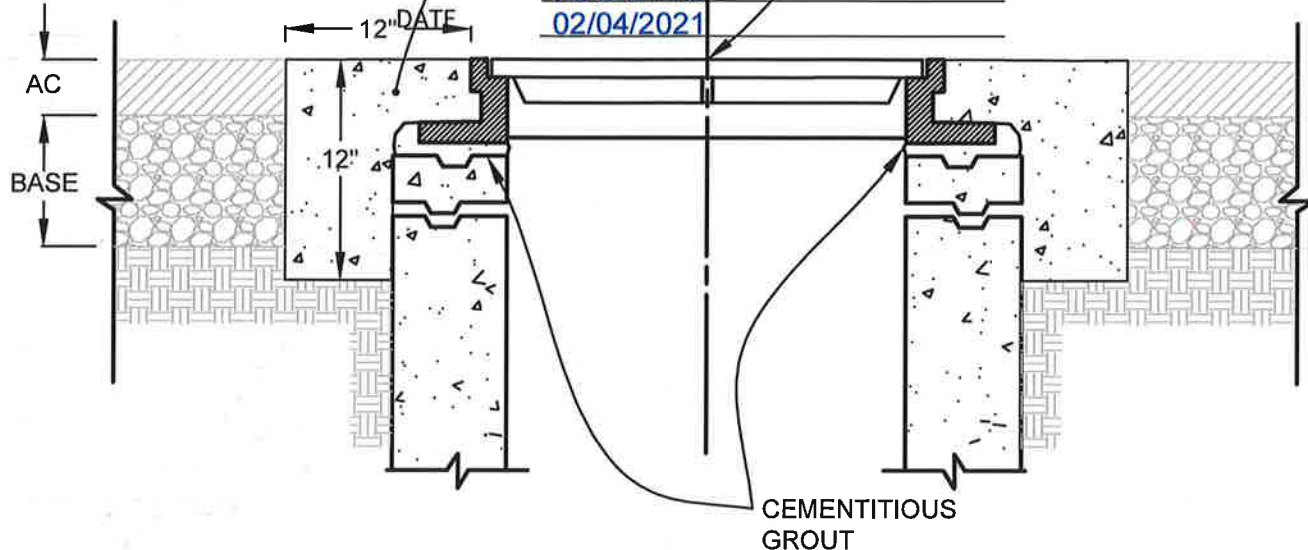
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and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

UTILITY RELOCATION PLAN

12" CONCRETE COLLAR CLASS 520-C-2500 COLORED BLACK (INTEGRALLY MIXED, NOT DUSTED) IN ASPHALT CONCRETE AREAS

PROJECT 05-1N190 / 0520000149
 UTILITY NO 05-1787.48
 COMPANY Montecito Sanitary District
 APPROVED Kari Bhana
 DATE 02/04/2021

M.H. FRAME AND COVER PER MSD STD. DWG. NO. 5.0 AND 5.1



CONSTRUCTION NOTES:

1. SET FRAME AND COVER TO ROADWAY GRADE USING FOLLOWING PROCEDURE:
 - A. REMOVE EXISTING PAVEMENT TO DIMENSIONS SHOWN.
 - B. POSITION FRAME TO FINISHED GRADE SO THAT THE FRAME IS FLUSH TO SUBFLUSH WITHIN 1/4" OF THE PAVEMENT SURFACE.
 - C. APPLY GROUT TO ANNULAR SPACE BETWEEN FRAME BOTTOM AND TOP OF GRADE RING AS SHOWN IN THE SECTION VIEW.
 - D. APPLY TACK COAT TO OUTSIDE OF FRAME AND AT EXPOSED EDGE OF EXISTING PAVEMENT.
 - E. CONSTRUCT ROAD STRUCTURAL SECTION: FOR COUNTY OR STATE ROADWAYS, THE CONDITIONS OF THE ENCROACHMENT PERMIT SHALL BE USED, ASSUMED MIN. 0.5' AC OVER 0.5' CLASS 2 AGGREGATE BASE. FOR PRIVATE ROADS AND LANES, MATCH EXISTING PAVEMENT SECTION, MIN. 0.33' AC PAVEMENT OVER 0.5' CLASS 2 AGGREGATE BASE.
 - F. COMPACT SUB GRADE AND AGGREGATE BASE TO MIN. 95% RELATIVE DENSITY.

2. COVER AND FRAME ARE TO FIT SECURELY WITH NO NOTICEABLE ROCKING OF THE COVER UPON A WHEEL PASS OF A UTILITY VEHICLE.

GENERAL NOTES:

INSTALLATION TO BE IN COMPLIANCE WITH CONDITIONS OF STATE OR COUNTY ENCROACHMENT PERMIT.

MANHOLE FRAME ADJUSTMENT GRADE RING LIMITS, OUTSIDE THESE LIMITS REQUIRES RAISING OF THE SHAFT :

NEW CONSTRUCTION:
 3" MAX. HEIGHT
 1" MIN. HEIGHT

EXISTING CONDITION:
 18" MAX. HEIGHT
 1" MIN. HEIGHT

FALSE BOTTOMS MUST BE PLACED IN THE MANHOLE PRIOR TO LOWERING THE MANHOLE FRAME AND BE IN PLACE WHEN FRAME IS RAISED TO GRADE TO PROTECT THE SEWER FROM POTENTIAL DEBRIS.



AUGUST 2020
 DATE

DIANE GABRIEL
 GENERAL MANAGER

ADJUST MANHOLE FRAME AND COVER TO GRADE

STANDARD DRAWING

REVISIONS

NO. 5.2

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

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

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

1. COUNTY Santa Barbara	2. ROUTE 192	3. POST MILE 7.0/13.7
4. ADDRESS OR STREET NAME State Route 192 (SR-192)	5. CITY Santa Barbara	
6. CROSS STREET (Distance and direction from project site) From Eucalyptus Hill Road at Montecito to 0.9 miles West of Nidever Road at Toro Canyon		

FOR CALTRANS USE	
TRACKING NO.	0521 NUR 0204
DIST/CO/RTE/PM	05/SB/192/7.0-13.7
SIMPLEX STAMP	
DATE OF SIMPLEX STAMP	2/25/2021

7. WORK TO BE PERFORMED BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> CONTRACTOR	8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number
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9. ESTIMATE START DATE 02/22/2021	10. ESTIMATED COMPLETION DATE 10/30/2021
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11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 30 days	CA Dept of Transportation D5 Encroachment Permits
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12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY \$95,000.00	FEB 23 2021
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13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES. If "YES", which branch? Kari Bhana P.E. (805) 286-5621	RECEIVED
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14. FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input checked="" type="checkbox"/> PRIVATE <input type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)

15. CALTRANS PROJECT CODE (ID) EA: 05-1N190 PID# 0520000149	16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER N/A
----------------------------------------------------------------	--------------------------------------------------------------

17. 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, traffic control plans, etc.
 Project EA: 05-1N190 proposes to grind the top 0.15' of existing asphalt concrete pavement and overlay with 0.15' thick rubberized hot mix asphalt from Eucalyptus Hill Road at Montecito to 0.9 miles West of Nidever Road at Toro Canyon. One existing curb ramp will also be reconstructed at the intersection of San Ysidro Rd (PM 8.8) to comply with ADA standards.

Montecito Sanitary District will adjust their utility manholes and valves before and after the cold plane and overlay pursuant to Caltrans Conflict Plan "05-1N1901_Revised Conflict Plan_1-25-2021" consisting of 22 pages with associated Cover Map and Utility Conflict Matrix.

For more info and technical questions, please contact Kari Bhana P.E. for more information at (805) 286-5621 / kari.bhana@dot.ca.gov

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply) <input checked="" type="checkbox"/> Traffic lane <input checked="" type="checkbox"/> Shoulder <input type="checkbox"/> Sidewalk <input type="checkbox"/> Median <input type="checkbox"/> At or near an intersection <input type="checkbox"/> Mobile work <input type="checkbox"/> Outside of the shoulder, _____ feet from edge of pavement <input type="checkbox"/> Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD <input type="checkbox"/> No traffic control needed <input type="checkbox"/> State Standard Plans (T-Sheets) # _____ <input type="checkbox"/> Project specific Traffic Control Plans included <input checked="" type="checkbox"/> To be submitted by contractor

19. EXCAVATION	MAX. DEPTH (in)	MIN. DEPTH (in)	AVG. WIDTH (in)	LENGTH (ft)	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.)
----------------	-----------------	-----------------	-----------------	-------------	---------------------------------------------------

20. PIPES	PRODUCT BEING TRANSPORTED	CARRIER PIPE DIAMETER (in.) MATERIAL	CASING PIPE DIAMETER (in.) MATERIAL
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PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.)	VOLTAGE / PSIG
----------------------------------------------------------------------	----------------

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT? <input type="checkbox"/> YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval) <input type="checkbox"/> COMMERCIAL DEVELOPMENT <input type="checkbox"/> BUILDING <input type="checkbox"/> GRADING <input type="checkbox"/> OTHER _____ <input type="checkbox"/> CATEGORICALLY EXEMPT <input type="checkbox"/> NEGATIVE DECLARATION <input type="checkbox"/> ENVIRONMENTAL IMPACT REPORT <input type="checkbox"/> OTHER _____

<input checked="" type="checkbox"/> NO (if "NO", check the category below which best describes the project AND answer questions A-K on page 2)

ADA Notice

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

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO. 0521 NUR 0204

- DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING
- PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS
- FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS
- FENCE
- EROSION CONTROL
- MAILBOX
- LANDSCAPING
- OTHER Caltrans Utility Relocation

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

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

- A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?
No
- B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?
No
- C. Is the proposed project located within five miles of the coast line?
Yes
- D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?
No
- E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?
No
- F. Are there any recreational trails or paths within the limits of the proposed project?
No
- G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?
No
- H. Will the proposed project impact access to any businesses or residences?
No
- I. Will the proposed project impact any existing public utilities or public services?
No
- J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?
No
- K. Will new lighting be constructed within or adjacent to State Highway right-of-way?
No

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

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

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

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

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

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

TRACKING NO. 0521 NUR 0204

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

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

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

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

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

Carrier E. Poytress - Montecito Sanitary District
 ADDRESS OF APPLICANT (Include City, State and Zip Code)
 1042 Monte Cristo Lane, Santa Barbara, CA 93108

E-MAIL ADDRESS CPoytress@montsan.org	PHONE NUMBER (805) 969-4200	FAX NUMBER N/A
-----------------------------------------	--------------------------------	-------------------

29. NAME OF AUTHORIZED AGENT / ENGINEER

(A "Letter of Authorization" is required if different from #28)
 Patrick Chesbro

IS A LETTER OF AUTHORIZATION ATTACHED?
 YES NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)
 3232 South Higuera St. Suite 200, San Luis Obispo, CA 93401


E-MAIL ADDRESS Patrick.Chesbro@dot.ca.gov	PHONE NUMBER 805-549-3757	FAX NUMBER 805-549-3558
----------------------------------------------	------------------------------	----------------------------

30. NAME OF BILLING CONTACT (Same as #28 Same as #29)

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
----------------	--------------	------------

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

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT* 	32. PRINT OR TYPE NAME Patrick Chesbro
----------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------

33. TITLE R/W Utility Coordinator	34. DATE 02/10/2021
--------------------------------------	------------------------

NOTICE TO OWNER

RW 13-4 (REV 1/2014)

NOTICE TO OWNER

District	County	Route	Post Mile	Project ID	E.A.
05	SB	192	7.0/13.7	0520000149	05-1N190
FEDERAL AID NUMBER: N/A					
OWNER'S FILE NUMBER: 05-1787.48					
DATE: Feb. 5, 2020		FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

Number: 05-UT-1787.481

To:

Montecito Sanitary District
 1042 Monte Cristo Lane
 Santa Barbara, CA 93108

Because of the State Highway construction project:

On State Route 192 (SR-192) in Santa Barbara County to grind the top 0.15' of existing asphalt concrete pavement and overlay with 0.15' thick rubberized hot mix asphalt from Eucalyptus Hill Road at Montecito to 0.9 miles West of Nidever Road at Toro Canyon.

Which affects your facilities:

Sewer facilities and associated appurtenances as per Caltrans Utility Conflict Plans "05-1N190_Revised Conflict Plan_1-25-2021" consisting of 22 pages with Utility Conflict Matrix and associated Cover Map plotted 10/07/2020 and 01/25/2021 respectively.

You are hereby ordered to:

Adjust sewer manholes in conflict before STATE's contractor mills pavement and adjust to finish grade after construction is complete as identified on Caltrans Utility Conflict Plans "05-1N190_Revised Conflict Plan_1-25-2021" consisting of 22 pages with Utility Conflict Matrix and associated Cover Map plotted 10/07/2020 and 01/25/2021 respectively.

Your work schedule shall be as follows:

Adjustment/lowering of sewer lids can begin as soon as 02/15/2021 and needs to be completed by 05/01/2021 or concurrently with construction and adjustment/raising of sewer lids to finished grade can begin after the resurface of pavement is complete.

Notify Kari Bhana, at telephone number (805) 286-5621, 72 hours prior to initial start of work, and 24 hours prior to subsequent restart when your work schedule is interrupted.

Liability for the cost of the work is:

The existing facilities are located within the STATE's right of way under permit and will be relocated at OWNER's expense under the provisions of Section 673 of the Streets and Highways Code.

By: TIMOTHY M. GUBBINS
 DISTRICT DIRECTOR

By: HUMBERTO ALMAGUER
 CENTRAL REGION CHIEF
 DIVISION OF R/W

By: Robert H. Davis
 ROBERT H. DAVIS
 DISTRICT UTILITY COORDINATOR

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.

ADA Notice:

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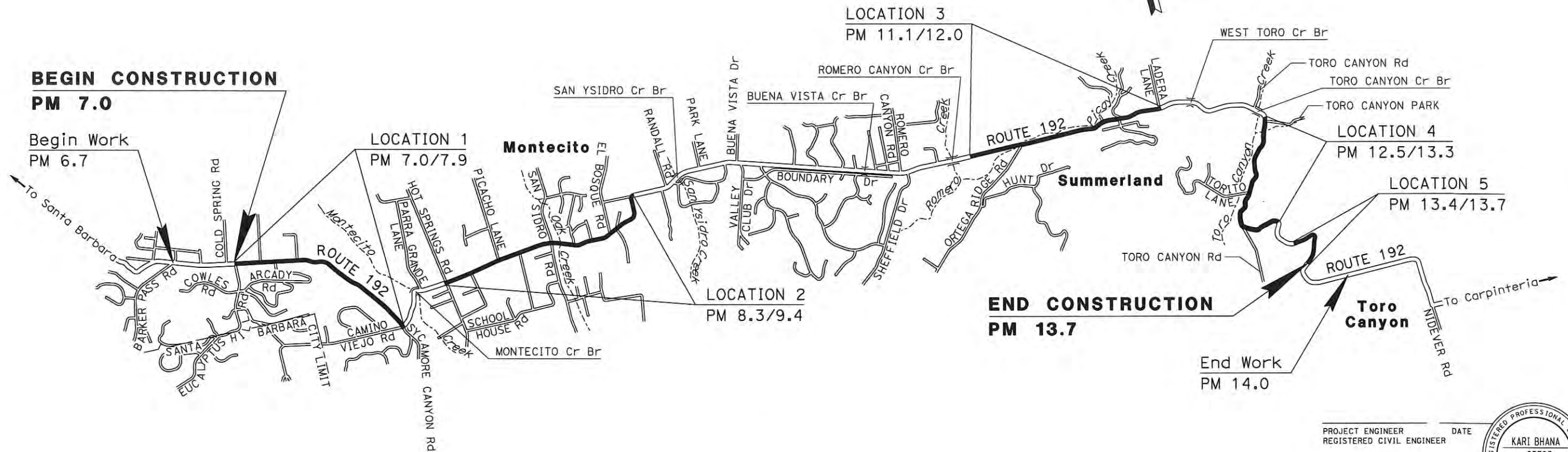
APPENDIX C- Caltrans Utility Verification Maps

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN SANTA BARBARA COUNTY
AT VARIOUS LOCATIONS
FROM EUCALYPTUS HILL ROAD AT MONTECITO
TO 0.9 MILE WEST OF NIDEVER ROAD AT TORO CANYON

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2018

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SB	192	7.0/13.7		

LOCATION MAP



PROJECT MANAGER
 KELLY J. McCLAIN
 DESIGN MANAGER
 KELLY J. McCLAIN

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

NO SCALE

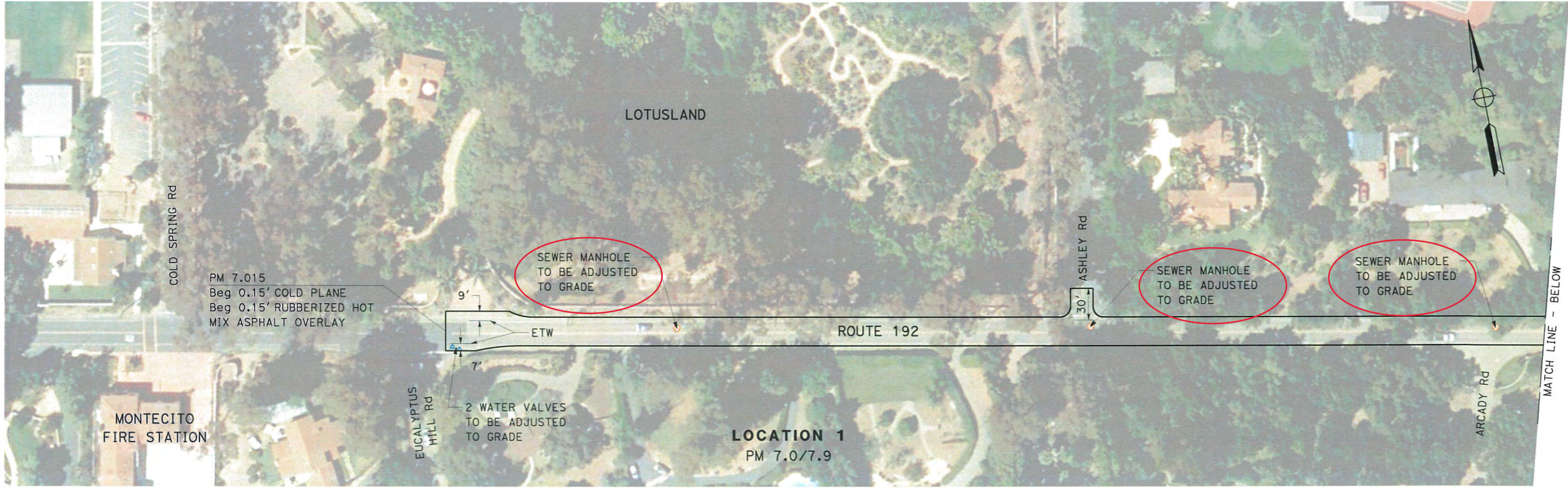
PROJECT ENGINEER DATE
 REGISTERED CIVIL ENGINEER



PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

CONTRACT No.	05-1N1904
PROJECT ID	0520000149

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans MAINTENANCE DESIGN
 PROJECT NAME: SB 192 GRIND AND OVERLAY
 PROJECT ENGINEER: KARI BHANA
 DESIGN MANAGER: KELLY J. McCLAIN



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 5
 IN SANTA BARBARA COUNTY AT VARIOUS
 LOCATIONS FROM EUCALYPTUS HILL ROAD
 AT MONTECITO TO 0.9 MILE WEST OF
 NIDEVER ROAD AT TORO CANYON
**RW DATA SHEET REQ
 PRELIMINARY PLANS**
 NOT FOR CONSTRUCTION, FOR INFORMATION ONLY

COUNTY ROUTE	POST MILES	SCALE	SHEET
SB 192	7.0/13.7	NONE	1

RELATIVE BORDER SCALE 15 IN INCHES

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UNIT 1451

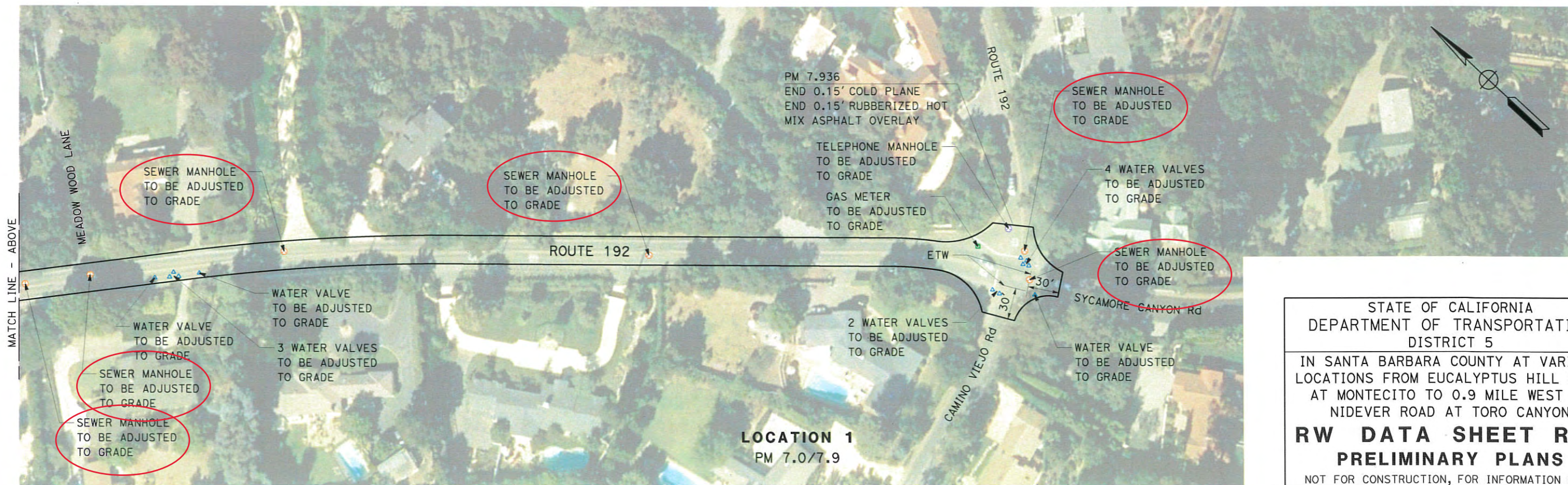
DISTRICT & EA: 05-1N1901

PROJECT ID: 0520000149

DATE PLOTTED => 05-MAY-2020
 TIME PLOTTED => 07:23



LOCATION 1
PM 7.0/7.9



LOCATION 1
PM 7.0/7.9

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 5				
IN SANTA BARBARA COUNTY AT VARIOUS LOCATIONS FROM EUCALYPTUS HILL ROAD AT MONTECITO TO 0.9 MILE WEST OF NIDEVER ROAD AT TORO CANYON				
RW DATA SHEET REQ PRELIMINARY PLANS				
NOT FOR CONSTRUCTION, FOR INFORMATION ONLY				
COUNTY	ROUTE	POST MILES	SCALE	SHEET
SB	192	7.0/13.7	NONE	2



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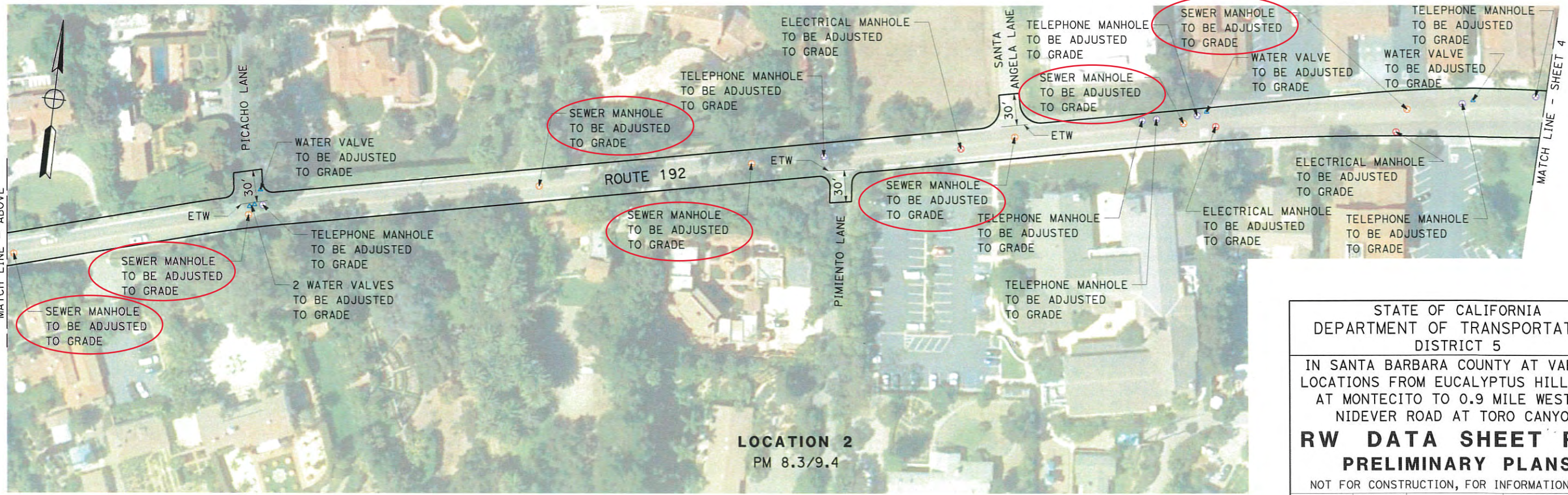
UNIT 1451

DISTRICT & EA: 05-1N1901

PROJECT ID: 0520000149

DATE PLOTTED => 05-MAY-2020
 TIME PLOTTED => 07:24

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans MAINTENANCE DESIGN
 PROJECT NAME: SB 192 GRIND AND OVERLAY
 PROJECT ENGINEER: KARI BHANA
 DESIGN MANAGER: KELLY J. McCLAIN



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 5

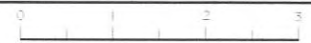
IN SANTA BARBARA COUNTY AT VARIOUS LOCATIONS FROM EUCALYPTUS HILL ROAD AT MONTECITO TO 0.9 MILE WEST OF NIDEVER ROAD AT TORO CANYON

RW DATA SHEET REQ PRELIMINARY PLANS

NOT FOR CONSTRUCTION, FOR INFORMATION ONLY

COUNTY	ROUTE	POST MILES	SCALE	SHEET
SB	192	7.0/13.7	NONE	3

RELATIVE BORDER SCALE 15 IN INCHES



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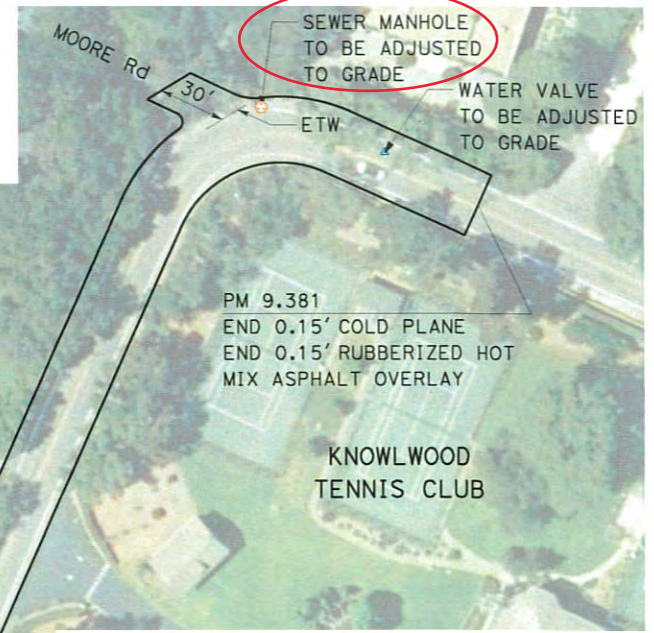
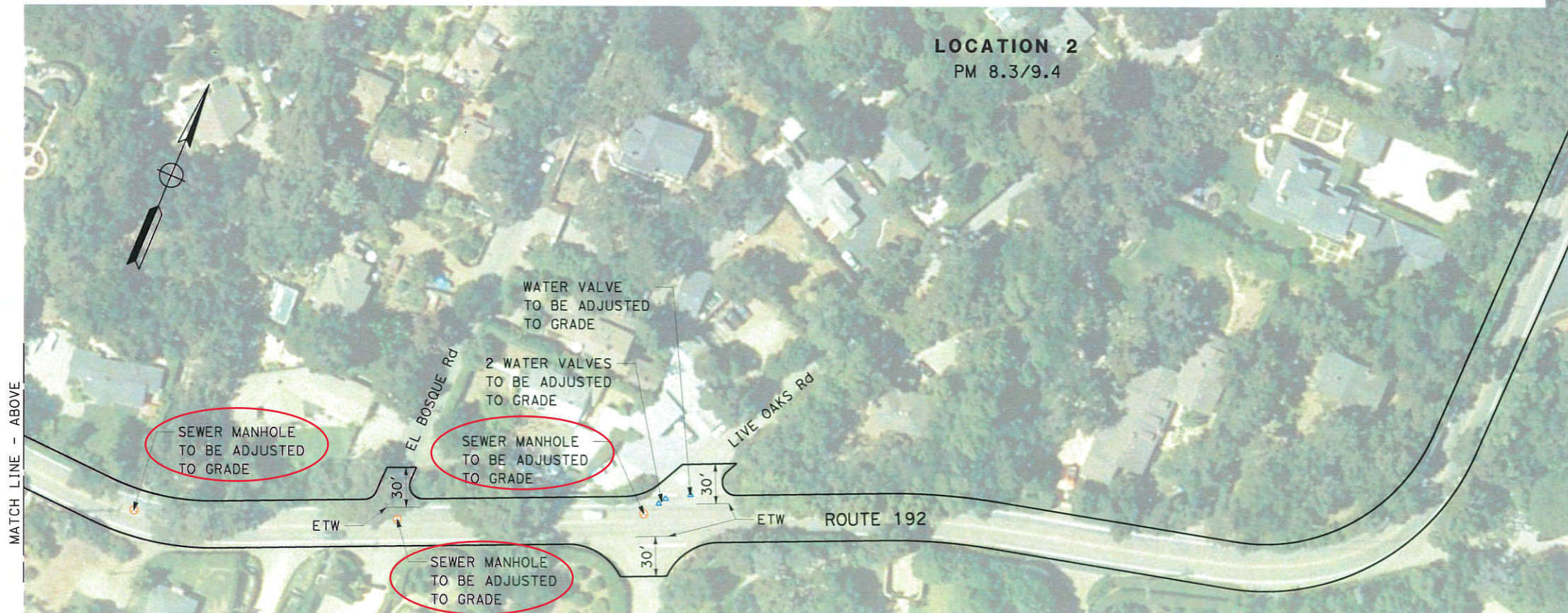
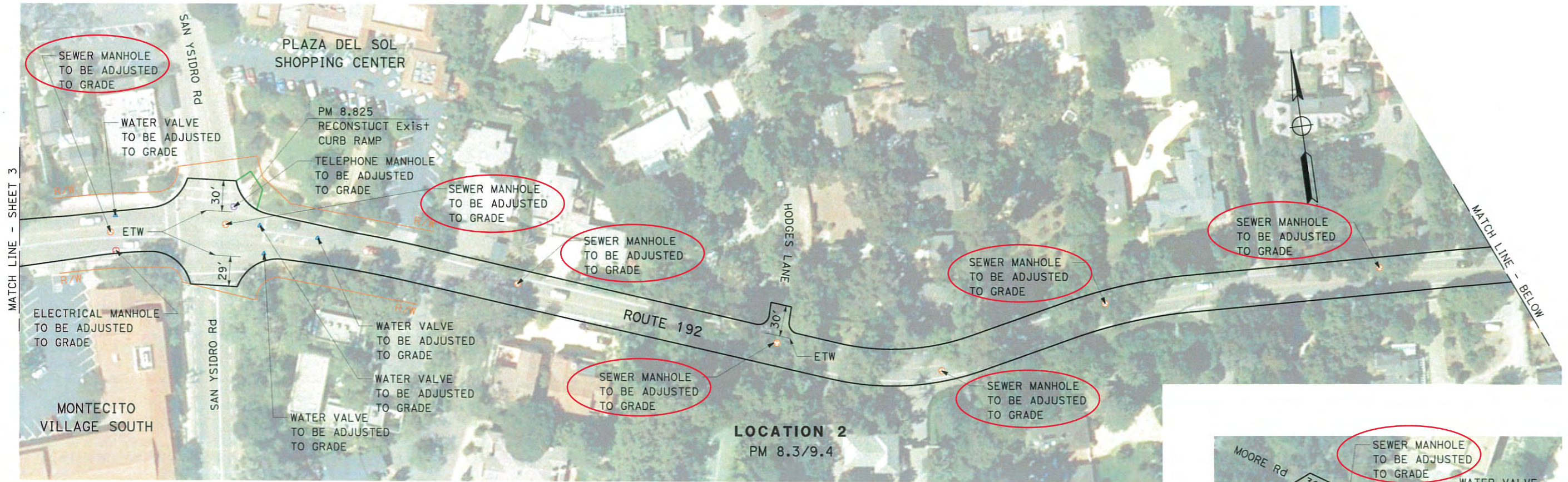
UNIT 1451

DISTRICT & EA: 05-1N1901

PROJECT ID: 0520000149

DATE PLOTTED => 05-MAY-2020
 TIME PLOTTED => 07:24

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans MAINTENANCE DESIGN
 PROJECT NAME: SB 192 GRIND AND OVERLAY
 PROJECT ENGINEER: KARI BHANA
 DESIGN MANAGER: KELLY J. McCLAIN



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 5

IN SANTA BARBARA COUNTY AT VARIOUS LOCATIONS FROM EUCALYPTUS HILL ROAD AT MONTECITO TO 0.9 MILE WEST OF NIDEVER ROAD AT TORO CANYON

RW DATA SHEET REQ PRELIMINARY PLANS

NOT FOR CONSTRUCTION, FOR INFORMATION ONLY

COUNTY	ROUTE	POST MILES	SCALE	SHEET
SB	192	7.0/13.7	NONE	4

RELATIVE BORDER SCALE IS IN INCHES



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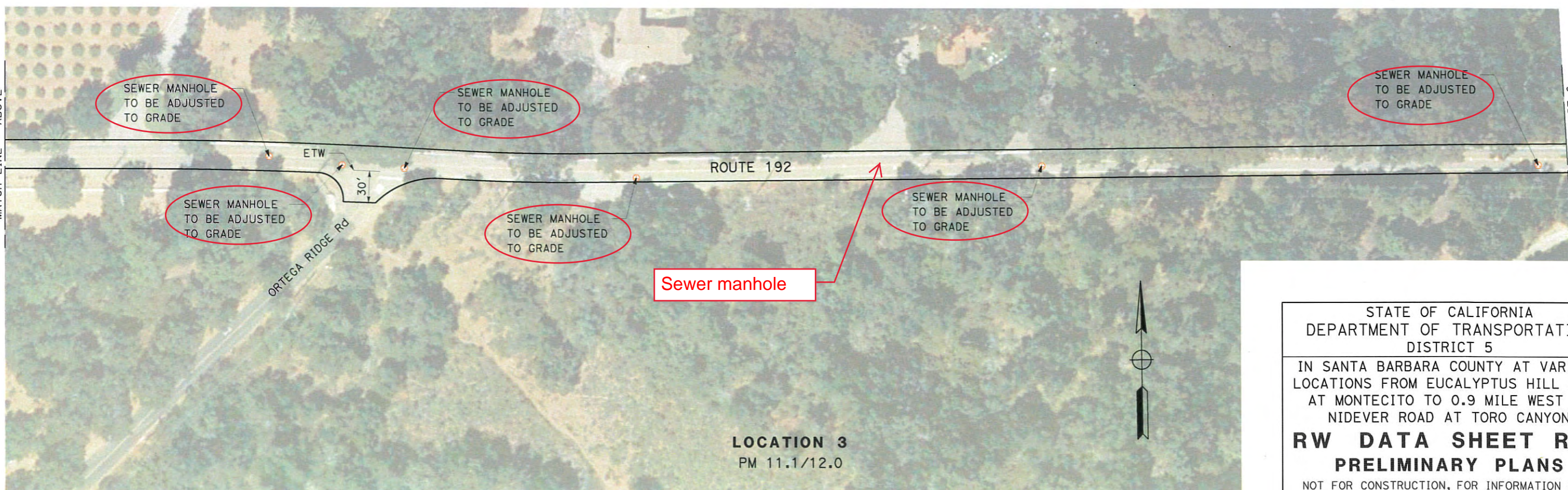
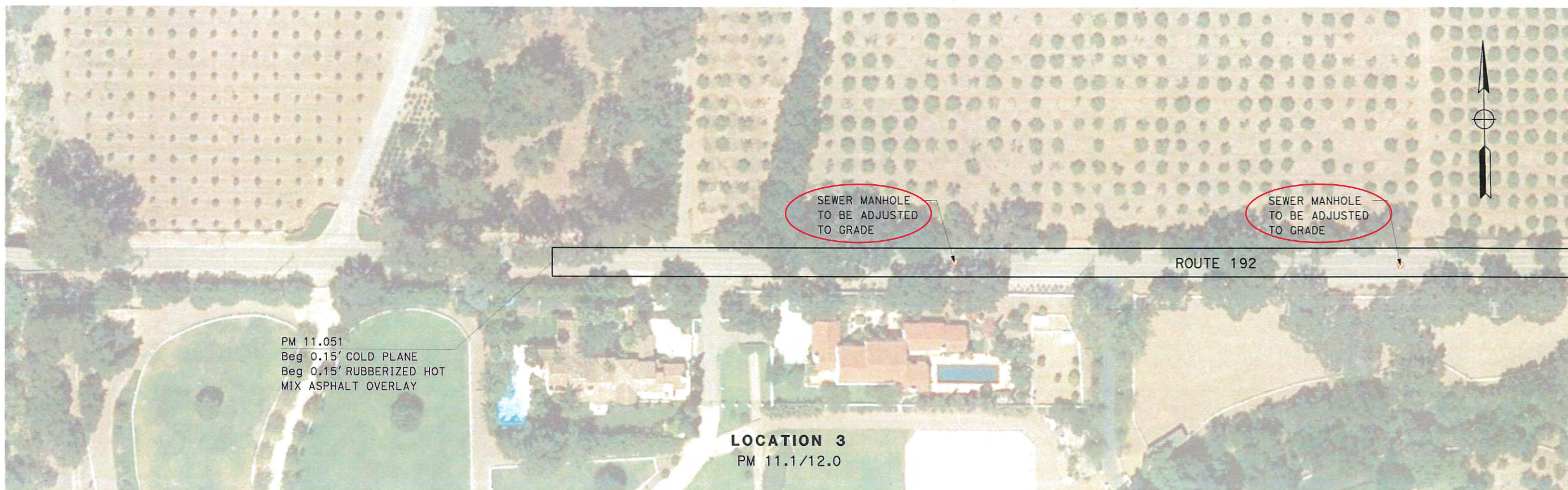
UNIT 1451

DISTRICT & EA: 05-1N1901

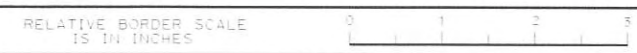
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DATE PLOTTED => 05-MAY-2020
 TIME PLOTTED => 07:25

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans MAINTENANCE DESIGN
 PROJECT NAME
 SB 192 GRIND AND OVERLAY
 PROJECT ENGINEER
 KARI BHANA
 DESIGN MANAGER
 KELLY J. McCLAIN



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 5				
IN SANTA BARBARA COUNTY AT VARIOUS LOCATIONS FROM EUCALYPTUS HILL ROAD AT MONTECITO TO 0.9 MILE WEST OF NIDEVER ROAD AT TORO CANYON				
RW DATA SHEET REQ PRELIMINARY PLANS				
NOT FOR CONSTRUCTION, FOR INFORMATION ONLY				
COUNTY	ROUTE	POST MILES	SCALE	SHEET
SB	192	7.0/13.7	NONE	5



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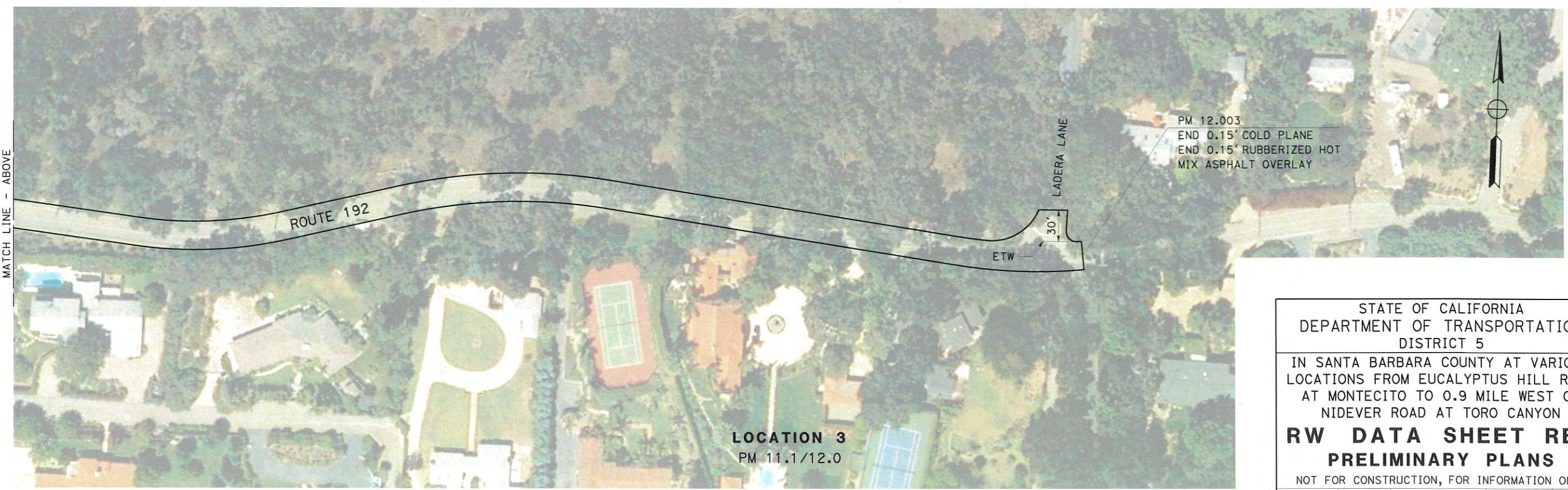
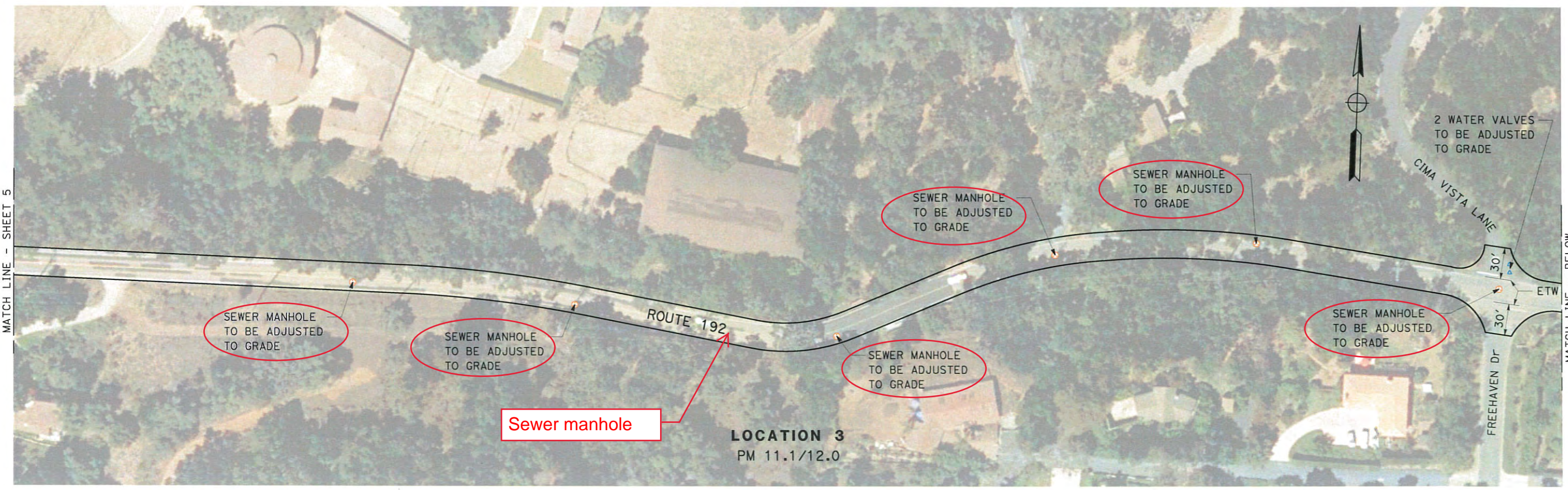
UNIT 1451

DISTRICT & EA: 05-1N1901

PROJECT ID: 0520000149

DATE PLOTTED => 05-MAY-2020
 TIME PLOTTED => 07:25

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans MAINTENANCE DESIGN
 PROJECT NAME
 SB 192 GRIND AND OVERLAY
 PROJECT ENGINEER
 KARI BHANA
 DESIGN MANAGER
 KELLY J. McCLAIN



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 5				
IN SANTA BARBARA COUNTY AT VARIOUS LOCATIONS FROM EUCALYPTUS HILL ROAD AT MONTECITO TO 0.9 MILE WEST OF NIDEVER ROAD AT TORO CANYON				
RW DATA SHEET REQ PRELIMINARY PLANS				
NOT FOR CONSTRUCTION, FOR INFORMATION ONLY				
COUNTY	ROUTE	POST MILES	SCALE	SHEET
SB	192	7.0/13.7	NONE	6

RELATIVE BORDER SCALE
IS IN INCHES



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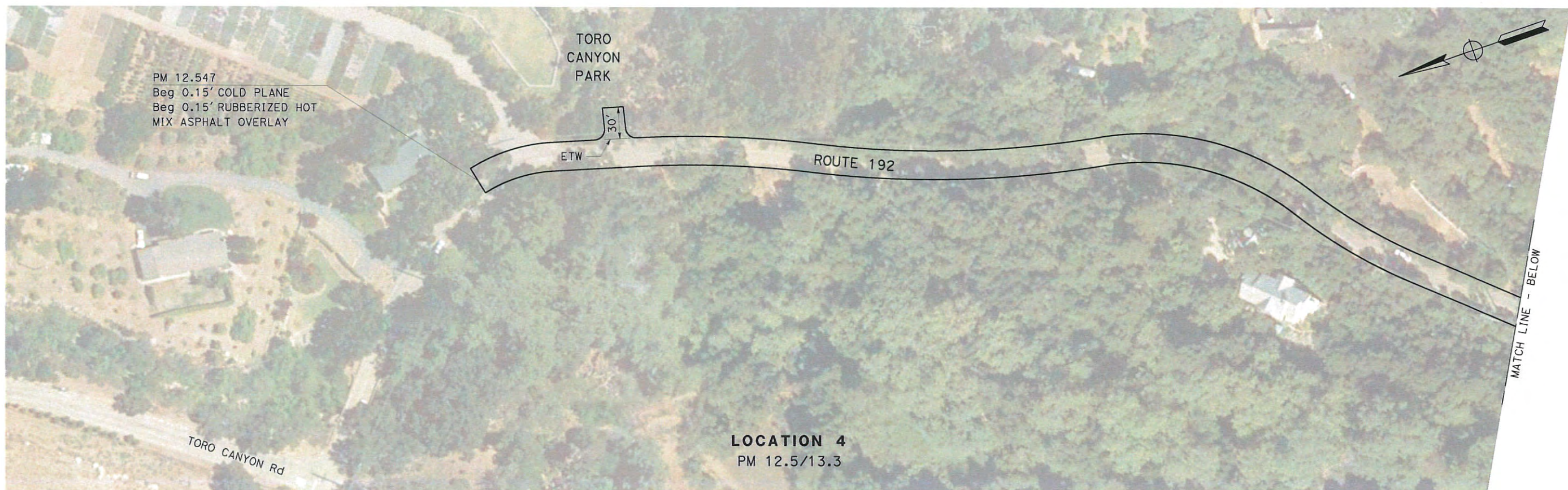
UNIT 1451

DISTRICT & EA: 05-1N1901

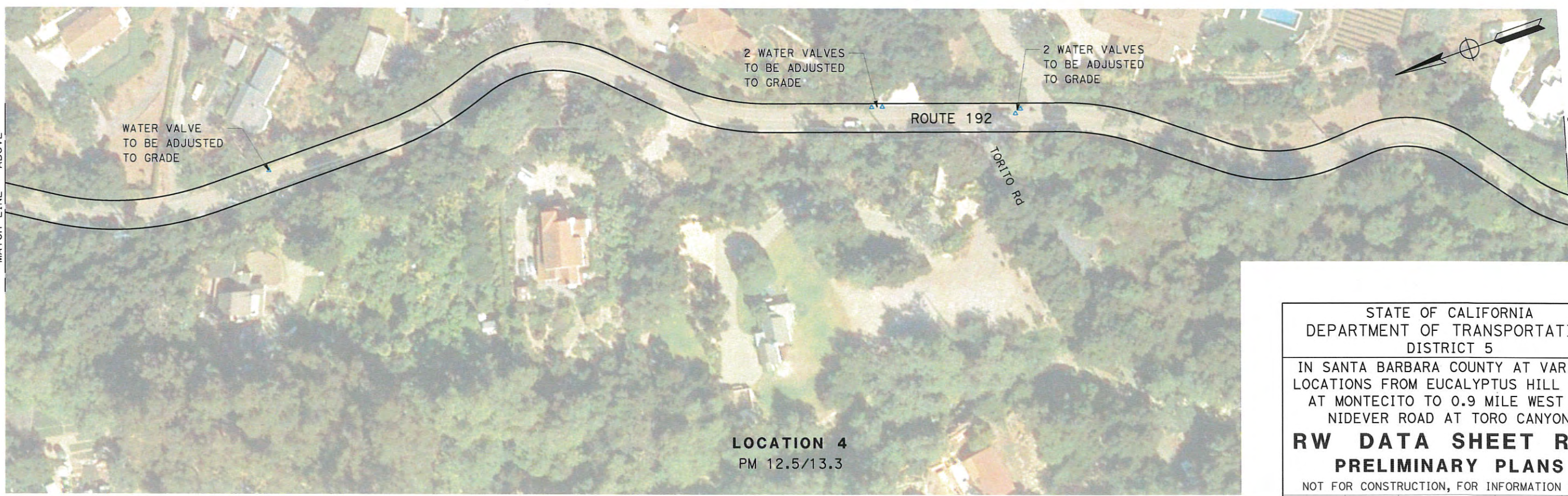
PROJECT ID: 0520000149

DATE PLOTTED => 05-MAY-2020
 TIME PLOTTED => 07:26

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans MAINTENANCE DESIGN
 PROJECT NAME: SB 192 GRIND AND OVERLAY
 PROJECT ENGINEER: KARI BHANA
 DESIGN MANAGER: KELLY J. McCLAIN

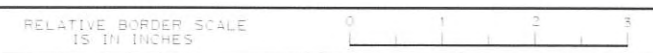


LOCATION 4
PM 12.5/13.3



LOCATION 4
PM 12.5/13.3

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 5				
IN SANTA BARBARA COUNTY AT VARIOUS LOCATIONS FROM EUCALYPTUS HILL ROAD AT MONTECITO TO 0.9 MILE WEST OF NIDEVER ROAD AT TORO CANYON				
RW DATA SHEET REQ PRELIMINARY PLANS				
NOT FOR CONSTRUCTION, FOR INFORMATION ONLY				
COUNTY	ROUTE	POST MILES	SCALE	SHEET
SB	192	7.0/13.7	NONE	7



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UNIT 1451

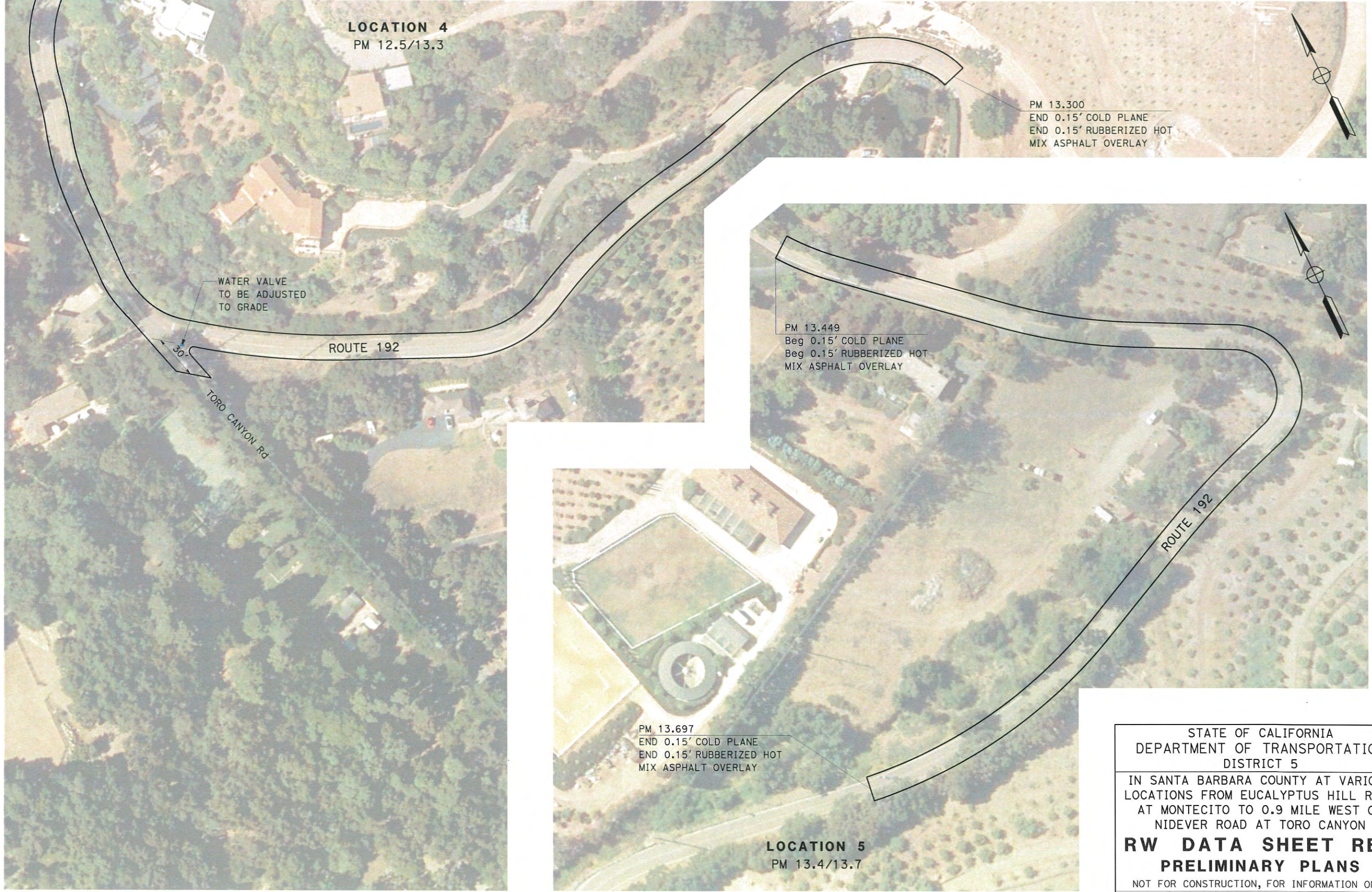
DISTRICT & EA: 05-1N1901

PROJECT ID: 0520000149

DATE PLOTTED => 05-MAY-2020
 TIME PLOTTED => 07:26

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans MAINTENANCE DESIGN
 PROJECT NAME
 SB 192 GRIND AND OVERLAY
 PROJECT ENGINEER
 KARI BHANA
 DESIGN MANAGER
 KELLY J. McCLAIN

MATCH LINE - SHEET 7



LOCATION 4
 PM 12.5/13.3

PM 13.300
 END 0.15' COLD PLANE
 END 0.15' RUBBERIZED HOT
 MIX ASPHALT OVERLAY

WATER VALVE
 TO BE ADJUSTED
 TO GRADE

ROUTE 192

TORO CANYON Rd

PM 13.449
 Beg 0.15' COLD PLANE
 Beg 0.15' RUBBERIZED HOT
 MIX ASPHALT OVERLAY

ROUTE 192

PM 13.697
 END 0.15' COLD PLANE
 END 0.15' RUBBERIZED HOT
 MIX ASPHALT OVERLAY

LOCATION 5
 PM 13.4/13.7

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 5

IN SANTA BARBARA COUNTY AT VARIOUS
 LOCATIONS FROM EUCALYPTUS HILL ROAD
 AT MONTECITO TO 0.9 MILE WEST OF
 NIDEVER ROAD AT TORO CANYON

**RW DATA SHEET REQ
 PRELIMINARY PLANS**

NOT FOR CONSTRUCTION, FOR INFORMATION ONLY

COUNTY	ROUTE	POST MILES	SCALE	SHEET
SB	192	7.0/13.7	NONE	8



USERNAME => s128394
 DGN FILE => 0520000149_RWD58.dgn

UNIT 1451

DISTRICT & EA: 05-1N1901

PROJECT ID: 0520000149

DATE PLOTTED => 05-MAY-2020
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