Mayor
John W. Minto
City Council
Ronn Hall
Laura Koval
Rob McNelis
Dustin Trotter

April 20, 2023

To Prospective Bidders:

CITYWIDE SLURRY SEAL AND ROADWAY MAINTENANCE PROGRAM 2023
CIP 2023-06

ADDENDUM NO. 1

This Addendum No. 1 (24 pages in total, including this cover page) forms an essential part of the contract documents by revising the following:

1A CONTRACT DOCUMENTS

The Engineer's Estimate is revised to $4,146,000.00.

1B SPECIFICATIONS

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade

The replacement of street monument boxes and sewer cleanout boxes shall be replaced during asphalt patching. Asphalt patches are at each location, per Contract Exhibits, of street monument boxes and sewer cleanout boxes. No concrete is required at the finish surface of the replaced street monument or sewer cleanout boxes.

601-1.2 Traffic Control Hours

Revise the following paragraphs:

Santana High School is on Summer Break from June 7-August 15. All work on Magnolia Ave. shall be scheduled between June 7-August 8 to avoid impacts to school traffic. All work shall include final striping of Magnolia Ave.

Carlton Oaks Elementary School is on Summer Break from June 14 -August 23. All work on Wethersfield Rd. shall be scheduled during June 14-August 14 to avoid impacts to school traffic. All work shall include final striping of Wethersfield Rd.

Prospect Avenue Elementary School is on Summer Break from June 14 -August 23. All work on Prospect Ave. shall be scheduled during June 14-August 14 to avoid impacts to school traffic. All work shall include final striping of Prospect Ave.

Summer school programs are being held at Prospect Avenue Elementary School from June 28-August 11.

If any work is performed after Summer Break, work hours for streets adjacent to or within 500' of schools may be modified by the City Traffic Engineer upon evaluation of school hours and current traffic volumes.

Delete the following paragraph:
Carlton Oaks Elementary School is on Summer Break from June 14-August 22. Work on De Vos Dr. and Van Andel Wy. shall be scheduled during June 14-August 14 to avoid impacts to school traffic. There is no work on this project on De Vos Dr. and Van Andel Wy.

CONTRACT EXHIBITS

Replace/add the following exhibits, titled Addendum No. 1
Exhibit A – Zone AE Patching List
Exhibit E – Carlton Oaks Dr Patching List
Exhibit I – Zone CI Patching List
Exhibit M – Magnolia Ave Patching List
Exhibit Q – Mission gorge Rd Patching List
Exhibit W – Zone CF Patching List
Exhibit AA – Carlton Oaks Dr Patching List
Exhibit EE – Prospect Ave Patching List
Exhibit MM – Mission Gorge Rd Patching List
Exhibit VV – Mission Gorge Rd Caltrans Permit (City)

1C DRAWINGS
No changes

1D RFI RESPONSES
RFI: Provide length and widths of all asphalt patching.
Response: Exhibits revised as per Addendum No. 1.

Receipt of this addendum shall be acknowledged by attaching and/or indicating as such on the Information Required of Bidder to the submitted Bid Documents.

Toby Espinola

Toby M. Espinola, P.E.
Senior Civil Engineer

Zone AE - Patching List

EXHIBIT A
Addendum No. 1

Citywide Slurry Seal and Roadway Maintenance Program 2023
CIP 2023-06

Cecilwood Rd			
Patch #	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	11*72	792	

Roecrest Dr			
Patch #	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	23*36	828	

Lutheran Wy			
Patch #	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	16*13	208	
2	3*3	9	

Tuthill Wy			
Patch #	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	8*8	64	
2	16*13	208	
3	(34*34)+750	1906	

Notes:
Lengths and widths of patches are estimated.
Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.

Dragoye Dr				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	11*13	143		
2	7*11	77		
3	12*37	444		
4	9*14	126		
5	4*51	204		
6	4*60	240		
7			21*65	1365
8	3*17	51		

Roe Dr				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1			15*21	315
2			15*23	345
3	12*47	564		
4	9*29	261		
5	3*42	126		

Markwood Dr				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	6*17	102		
2	5*27	135		
3			26*50	1300
4	25*33	825		

Zone BG - Patching List

EXHIBIT E
Addendum No. 1

Citywide Slurry Seal and Roadway Maintenance Program 2023
CIP 2023-06

Sayers Ct				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	21*6	126		
2	9*13	117		
3			35*32	1120

Montura Ave				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	(3.14*(37^2))+(40*5)	4500		
2			24*111	2664

Montura Ct				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	3.14*(33^2)	3500		
2			17*60	1020

Valor Pl				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	9*37	333		
2	15*24	360		
3			18*52	936
4			19*45	855

Second St			
Patch #	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	5*29	145	
2	4*8	32	
3	4*10	40	
4	74*17	1315	

Trigal Wy			
Patch #	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	3.14*(33^2)	3500	
2			

Carreta Dr			
Patch #	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1		34*30	1020
2		21*25	525

Notes:
Lengths and widths of patches are estimated.
Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.

Zone CI - Patching List

EXHIBIT I
Addendum No. 1

Citywide Slurry Seal and Roadway Maintenance Program 2023
CIP 2023-06

Heiting Ct				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	0.5*(3.14*(30^2))	1414		
2	10*21	210		
3			9*50	450
4	5*6	30		
5			7*30	210
6	9*47	423		
7	10*43	430		
8			30*30	900
9	30*20	600		

Dempster Dr				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1			18*52	936
2	30*15	450		
3	5*7	35		
4			51*11	561
5			22*77	1694
6	4*10	40		
7	30*25	750		

Amino Dr				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1			19*37	703
2	4*158	632		
3			8*25	200
4			4*17	68
5			14*80	1120
6			30*17	510
7			4*260	1040
8	6*13	78		
9	6*19	114		
10	7*12	84		
11	11*36	396		
12	21*24	504		
13			24*122	2928
14	4*9	36		

Kreiner Wy			
Patch #	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	4*9	36	
2	4*30	120	

Leticia Dr				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	60*32	1920		
2			23*52	1196
3	37*17	629		
4			23*46	1058
5	6*72	432		
6			13*70	910
7			23*97	2231
8	4*10	40		
9			16*336	5376
10	11*15	165		
11	12*15	180		
12	10*12	120		
13	8*33	264		
14			11*37	407
15	12*18	216		
16	37*26	962		

Whispering Leaves Ln				
Patch #	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	31*35	1085		
2			10*73	730
3	4*60	240		
4	7*31	217		
5	9*90	810		
6			19*64	1216
7			16*49	784
8	7*27	189		
9	27*29	783		

Cadorette Ave			
Patch #	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	33*28	924	
2	5*5	25	
3	5*5	25	

Goyette Pl			
Patch #	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	30*45	1350	
2	7*27	189	
3	6*8	48	
4	3.14*(36^2)	4000	

Notes:
Lengths and widths of patches are estimated.
Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.

Magnolia Ave - Patching List

EXHIBIT M
Addendum No. 1

Citywide Slurry Seal and Roadway Maintenance Program 2023
CIP 2023-06

Magnolia Ave		
Patch No.	Length x Width (4")	4" Patching (SF)
1	12*92	1104
2	5*70	350
3	10*50	500
4	10*43	430
5	2*2	4
6	5*30	150
7	5*81	405
8	2*2	4
9	5*25	125
10	4*38	152
11	4*24	96
12	6*13	78
13	4*10	40
14	10*40	400
15	19*48	912
16	19*55	1045
17	5*10	50
18	8*30	240
19	2*34	68
20	2*4	8
21	6*47	282
22	5*16	80
23	5*36	180
24	2*3	6
25	5*27	135
26	7*15	105
27	4*16	64
28	3*20	60
29	4*8	32
30	5*7	35
31	4*4	16
32	5*10	50
33	4*20	80
34	(8*11)+100	188
35	5*17	85

Magnolia Ave		
Patch No.	Length x Width (4")	4" Patching (SF)
36	4*4	16
37	(7*11)+100	177
38	5*21	105
39	5*13	65
40	5*15	75
41	5*8	40
42	11*55	605
43	8*10	80
44P	4*4	16
45P	4*4	16
46	11*56	616
47	6*23	138
48	11*25	275
48P	4*4	16
49P	4*4	16
50	3*3	9
50P	5*5	25
51	3*4	12
52	4*8	32
53P	4*4	16
54P	5*15	75
55P	5*6	30
56	6*28	168
57P	3*3	9
58	2*10	20
59	2*22	44
60	2*10	20
61P	8*9	72
62	6*83	498
63	5*51	255
64P	4*4	16
65	5*9	45
66	30*55	1650
67	3*12	36
68P	4*5	20
69P	4*5	20

Notes:
Lengths and widths of patches are estimated.
Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.

P = Patch performed on behalf of Padre Dam. Location is near Patch # listed.
City to invoice Padre Dam.

Mission Gorge Rd - Patching List

EXHIBIT Q

Addendum No. 1

Citywide Slurry Seal and Roadway Maintenance Program 2023

CIP 2023-06

Mission Gorge Rd		
Patch No.	Length x Width (4")	4" Patching (SF)
1	21*60	1260
2	10*55	550
3	10*28	280
4	22*53	1166
5	6*8	48
6	81*12	930
7	22*60	1320
7P	6*11	66
8	8*20	160
8P	5*5	25
9	22*60	1320
10	40*16	640
10P	5*5	25
11	77*6	462
12	7*19	133
12a	4*4	16
12P	4*7	28
13	12*47	564
13a	50*50	2500
13b	4*124	496
14	26*24	624

Mission Gorge Rd		
Patch No.	Length x Width (4")	4" Patching (SF)
15	26*30	780
16	11*22	242
17	6*94	564
17P	4*4	16
18	6*73	438
19	11*51	561
20	6*52	312
21	11*15	165
22	6*10	60
23	24*147	3528
23P	3*3	9
24	12*8	96
25	2*20	40
26	11*7	77
27	7*100	700
28	11*20	220
29	6*71	426
30	12*50	600
31	11*22	242

Notes:

Lengths and widths of patches are estimated.

Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.

P = Patch performed on behalf of Padre Dam. Location is near Patch # listed.

City to invoice Padre Dam.

Zone CF - Patching List

EXHIBIT W
Addendum No. 1

Citywide Slurry Seal and Roadway Maintenance Program 2023
CIP 2023-06

Gorge Ave				
Patch No.	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	13*21	273		
2	4*23	92		
3	8*82	656		
4	3*72	216		
5	4*10	40		
6			77*72	5517

Gorge Pl				
Patch No.	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	3*5	15		
2	3*6	18		
3	3*12	36		
4	4*27	108		
5			27*110	2970

Singing Wood Wy			
Patch No.	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	22*26	572	
2	5*5	25	

Willowgrove Ave			
Patch No.	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	7*9	63	

Sunwood Dr			
Patch No.	Length x Width (4")	4" Patching (SF)	Skin Patching (SF)
1	5*30	150	
2	3*80	240	

Notes:
Lengths and widths of patches are estimated.
Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.

Carlton Oaks Dr - Patching List

EXHIBIT AA
Addendum No. 1

Citywide Slurry Seal and Roadway Maintenance Program 2023
CIP 2023-06

Carlton Oaks Dr				
Patch No.	Length x Width(4")	4" Patching (SF)	Length x Width(SP)	Skin Patching (SF)
1			6*86	516
2	6*46	276		
3			9*18	162
4	6*206	1236		
5			6*86	516
6	6*35	210		
7	7*25	175		
8	4*4	16		
9	6*28	168		
10	6*21	126		
11	10*98	980		
12			6*57	342
13	10*49	490		
14	10*6	60		
15	3*11	33		
16			5*46	230
17	3*30	90		
18	3*15	45		
19	3*15	45		
20	3*10	30		
21	3*16	48		
22	7*32	224		
23	8*80	640		
24			3*43	129
25	4*24	96		
26			3*22	66
27	10*32	320		
28	10*26	260		
29			3*30	90
30	4*65	260		
31			3*10	30
32	4*46	184		
33	11*108	1188		
34	14*52	728		
35	14*49	686		

Carlton Oaks Dr				
Patch No.	Length x Width(4")	4" Patching (SF)	Length x Width(SP)	Skin Patching (SF)
36	10*21	210		
37	17*5	85		
38	7*9	63		
39P	6*6	36		
40	7*50	350		
41	7*34	238		
42	4*30	120		
43			3*20	60
44	7*9	63		
45	8*22	176		
46	11*49	539		
47	9*25	225		
48	11*107	1177		
49P	11*11	121		
50	11*26	286		
51			11*11	121
52	11*28	308		
53	11*34	374		
54	6*14	84		
55	6*18	108		
56	11*11	121		
57	6*16	96		
58	6*7	42		
59	12*13	156		
60P	11*11	121		
60	11*6	66		
61	6*32	192		
62P	7*11	77		
62	6*7	42		
63	11*35	385		
64			11*50	550
65	11*8	88		
66	6*102	612		
67	11*38	418		
68	6*33	198		
69	11*41	451		

Notes:
Lengths and widths of patches are estimated.
Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.
P = Patch performed on behalf of Padre Dam. Location is near Patch # listed.
City to invoice Padre Dam.

Prospect Ave - Patching List

EXHIBIT EE

Addendum No. 1

Citywide Slurry Seal and Roadway Maintenance Program 2023

CIP 2023-06

Prospect Ave		
Patch No.	Length x Width (4")	4" Patching (SF)
1P	7*8	56
2	8*25	200
3	2*117	234
4	14*56	784
5	8*126	1008
5P	5*5	25
6	7*25	175
7	9*79	711
8	4*4	16
9	12*236	2832
10	6*37	222
11	6*16	96
12	7*10	70
13	6*8	48
14	2*10	20
15	2*5	10
15P	5*5	25

Prospect Ave		
Patch No.	Length x Width (4")	4" Patching (SF)
16	6*39	234
17	3*101	303
18	2*8	16
19	11*58	638
20	2*5	10
21	3*4	12
22	5*28	140
23	11*29	319
24	5*50	250
25	11*42	462
26	5*99	495
27	5*13	65
28	7*16	112
29	4*15	60
30	4*14	56
31	5*23	115
32	12*29	348
33	8*8	64

Notes:

Lengths and widths of patches are estimated.

Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.

P = Patch performed on behalf of Padre Dam. Location is near Patch # listed.

City to invoice Padre Dam.

Woodside Ave - Patching List

EXHIBIT II
Addendum No.1

Citywide Slurry Seal and Roadway Maintenance Program 2023
CIP 2023-06

Woodside Ave		
Patch No.	Length x Width (4")	4" Patching (SF)
1	5*51	255
2	10*10	100
3	25*15+16*4	439
4	16*144	2304
5	6*27	162
6	31*10+14*68	1262
7	5*17+13*40	605
8	16*70	1120
9	7*25	175
10	5*12	60
11	7*49	343
12	6*20	120
13	10*165	1650
14	7*7	49
15	32*37	1184
16	4*25	100
17	16*49	784
18	11*48	528

Notes:
Lengths and widths of patches are estimated.
Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.

Graves Ave/Pepper Dr - Patching List

EXHIBIT MM
Addendum No. 1

Citywide Slurry Seal and Roadway Maintenance Program 2023
CIP 2023-06

Graves Ave				
Patch No.	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	29*1103	32781		
2	8*8	64		
3	4*6	24		
4	13*110	1430		
5			13*110	1430
6			14*26	364
7			5*14	70
8	6*6	36		
9	13*62	806		
10	0.5*14*26	182		
11	4*34	136		
12	5*5	25		
13			13*30	390
14	13*35	455		
15			4*15	60
16	5*10	50		
17			5*15	75
18	6*10	60		
19	7*29	203		
20	13*39	507		
21	4*15	60		
22	12*11	132		
23	4*12	48		

Pepper Dr				
Patch No.	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
1	20*17	344		
2	70*68	4738		
3	24*125	3031		
4	7*45	315		
5	11*21	231		
6	5*24	120		
7	16*65	1040		
8			16*45	720
9	5*58	290		
10	43*33	1418		
11			10*10	100
12			13*136	1768
13	24*45	1080		
14			5*61	305
15	4*8	32		
16			5*42	210
17	11*62	682		
18	21*62	1302		

Graves Ave				
Patch No.	Length x Width (4")	4" Patching (SF)	Length x Width (SP)	Skin Patching (SF)
24	5*25	125		
25	5*19	95		
26	12*30	360		
27	12*56	672		
28	8*8	64		
29	12*9	108		
30	9*15	135		
31	4*12	48		
32	6*18	108		
33	4*15	60		
34	10*34	340		
35P	5*5	25		
36			4*71	284
37			6*55	330
38			9*64	576
39	5*62	310		
40			5*62	310
41			9*18	162
42			7*11	77
43			11*108	1188
44	6*28	168		
45	5*5	25		
46			5*86	430
47	5*5	25		

Notes:
Lengths and widths of patches are estimated.
Lengths and widths of irregular shaped patches, shown on the patching maps, are estimated based on an overall square footage field measurement.

EXHIBIT VV - ADDENDUM 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

FM 91 1436

ENCROACHMENT PERMIT

TR-0120 (REV 12/2022)

	Permit No. 11-23-N-TK-0233
In compliance with your application of March 19, 2023	Dist/Co/Rte/PM 11/SD/125/PM 22.3
Reference Documents:	Permit Approval Date April 14, 2023
☐ Utility Notice No. _____ of _____	Performance Bond Amount (1) $0 / Payment Bond Amount (2) $0
☐ Agreement No. _____ of _____	Bond Company N/A
☐ R/W Contract No. _____ of _____	
☐ Project code (ID): _____ CFC #: _____	Bond Number (1) $ N/A / Bond Number (2) $ N/A
☒ Utility Work Order #: CIP 2023-06	

TO: CITY OF SANTEE
C/O: TOBY ESPINOLA
10601 MAGNOLIA AVE
SANTE, CA 92071
(619)258-4100 X174

, **PERMITTEE**

and subject to the following, PERMISSION IS HEREBY GRANTED to:
Enter upon State Highway right of way in San Diego County, City of Santee, on Route 125, post mile 22.30, to place temporary traffic control toperform asphalt patching and resurfacing on Mission Gorge Road, as shown on the attached exhibits, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Department Engineer, Ralph Yanzon, cell number (858) 688-1458, or email at ralph.w.yanzon@dot.ca.gov.

The Department Engineer shall be notified seven days prior to starting work and prior to requesting a lane closure or an activity that may cause a traffic impact.
Add to the end of Standard Specifications 2022, Section 12-4.02C(3) Closure Requirements and Charts. Add closure charts no. 1 and 2.

A pre-construction meeting with the Department Engineer is required prior to start of any work under this permit. (Continued)

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

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

- ☒ YES ☐ NO General Provisions
- ☐ YES ☒ NO Utility Maintenance Provisions
- ☐ YES ☒ NO Storm Water Special Provisions
- ☒ YES ☐ NO Special Provisions
- ☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. _____
- ☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ YES ☒ NO Storm Water Pollution Protection Plan

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

- ☐ YES ☒ NO Review
- ☐ YES ☒ NO Inspection
- ☒ YES Field Work *(if any Caltrans effort expended)*

☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before December 31, 2023
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: #1: Maryam Hashami #2: Ralph W Yanzon #3: TRAVIS M VALLES #4:	APPROVED: Gustavo Dallarda, District Director BY: Dung Tran *Dung Tran* Dung Tran (Apr 14, 2023 09:08 PDT), for District Permit Engineer

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The Permittee and Permittee's Contractor acknowledge and ensure that the document listed below is submitted to the Department Field Engineer, reviewed by, and accepted by the Department prior to the preconstruction meeting and prior to scheduling authorized work/activities:

- Contractor Authorization Form TR-0429

In addition, Permittee must call Martin Escalante, telephone number (619) 572-3410, at least seven days prior to starting work and arrange for a mark-out. Department electrical facilities may be affected by this permit work.

Chart No. 1
Road Lane Requirement Hours

County: SD	Direction: EB Mission Gorge Rd	PM:

Closure Limits: At Rte. 52

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	1	1	1	1	1																	2	1	1	
Fridays	1	1	1	1	1																				
Saturdays																									
Sundays																						2	1	1	

Legend:

1	Provide at least one through traffic lane open in direction of travel
2	Provide at least two adjacent through lanes open in direction of travel
	Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

Permit # 0233-(11-23-NTK)-PSALEM-03-24-2023

Chart No. 2
Conventional Highway Lane Requirements

County: SD	Route/Direction: 125 / NB	PM:

Closure Description: At EB Mission Gorge Rd.

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	X	X	X	X	X																	X	X	X	
Fridays	X	X	X	X	X																				
Saturdays																									
Sundays																						X	X	X	

Legend:

X	**Close (1) Right Turn Lane Pocket from NB 125 to EB Mission Gorge Only and keep all other (3) lanes Open**
	Work permitted within project right of way where shoulder or lane closure is not required.

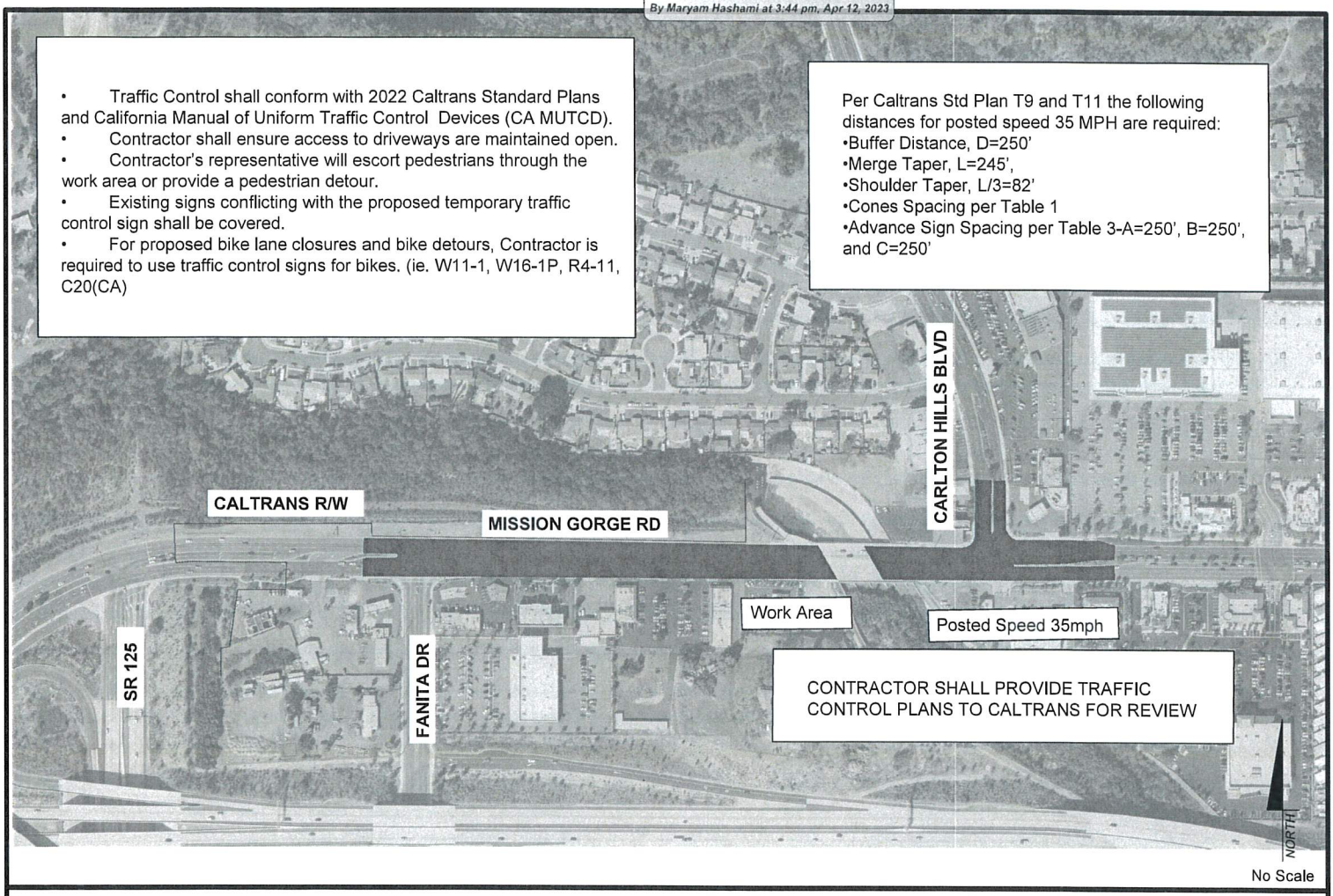
REMARKS:

Permit # 0233-(11-23-NTK)-PSALEM-03-24-2023

Caltrans-Permit office Received 3-13-23

Permit#11-23-NTK-0233

APPROVED
By Maryam Hashami at 3:44 pm, Apr 12, 2023



- Traffic Control shall conform with 2022 Caltrans Standard Plans and California Manual of Uniform Traffic Control Devices (CA MUTCD).
- Contractor shall ensure access to driveways are maintained open.
- Contractor's representative will escort pedestrians through the work area or provide a pedestrian detour.
- Existing signs conflicting with the proposed temporary traffic control sign shall be covered.
- For proposed bike lane closures and bike detours, Contractor is required to use traffic control signs for bikes. (ie. W11-1, W16-1P, R4-11, C20(CA)

Per Caltrans Std Plan T9 and T11 the following distances for posted speed 35 MPH are required:
- Buffer Distance, D=250'
- Merge Taper, L=245',
- Shoulder Taper, L/3=82'
- Cones Spacing per Table 1
- Advance Sign Spacing per Table 3-A=250', B=250', and C=250'

No Scale

PROJECT: CITYWIDE SLURRY SEAL AND ROADWAY MAINTENANCE 2023
CIP2023-06

PROJECT LIMITS

PROJECT MAP

LOCATION: ***MISSION GORGE RD***
(CARLTON HILLS BLVD TO FANITA DR)

SHEET 1 OF 1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION

TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO: **11-23-N-TK-0233**

DIST/CO/RTE/PM: **11/SD/125/22.3**

Dear Sir or Madam:

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

_____

DATE

_____

SIGNATURE OF PERMITTEE

FM 92 1546 M

ADA Notice

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ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, 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, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or 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. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree 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. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
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

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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 and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences 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 concurrences, 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

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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:
    a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
    b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
    c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
    d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
    e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
    f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
    a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
    b) The local public agency Permittee must defend, indemnify, and hold harmless the 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

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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 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 by anyone acting for or 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 Department and the Permittee 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

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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:**
    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, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.
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

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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 by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of 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-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.

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