

07-LA-405 PM 4.33  
I-405, Temple Avenue OC  
07-2X5905

**District Agreement No. 07-4876**

**31528**

**CONTRIBUTION AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON Nov. 16, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

CITY OF LONG BEACH, a body politic and municipal corporation of the State of California, referred to herein as "CITY"

07-11-09 07:28

07-11-09 07:28

**RECITALS**

1. STATE and CITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highway System (SHS) within the City of Long Beach.
2. STATE and CITY contemplate expediting the emergency work as identified in the STATE-issued Encroachment Permits #708-NUB-2036 and #708-NUB-2060, referred to herein as Exhibit A, attached hereto and made a part of this Agreement on Temple Avenue OC 53-1198, above Interstate 405 (San Diego Freeway), in the City of Long Beach, referred to herein as "PROJECT".
3. STATE desires to contribute a lump sum amount of \$147,000 after CITY has successfully completed all permitted work as identified in Exhibit A.
4. The parties hereto mutually desire and cooperate in this effort and desire to specify herein the terms and conditions under which PROJECT is to be constructed and financed.

**SECTION I**

**CITY AGREES:**

1. To undertake and complete PROJECT.
2. To submit a billing in the amount of \$147,000 to STATE within thirty (30) calendar days upon satisfactory completion of PROJECT as determined by STATE Permit Inspector in accordance with the provisions and requirements as identified in Exhibit A. Said billing represents the lump sum total amount of STATE's agreed payment to CITY for PROJECT.
3. To perform or have performed all PROJECT work in accordance with applicable STATE and Federal laws, regulations, procedures and standards that STATE would normally follow.
4. Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of all PROJECT costs incurred by CITY.
5. To permit STATE to monitor, participate in, and oversee the selection of personnel who will provide construction-engineering services for PROJECT work: To consider any request by STATE to void a contract award or to discontinue the contracted services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
6. CITY or CITY's construction contractor shall maintain in force, until completion and acceptance of PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insurers. This insurance coverage shall be evidenced by a Certificate of Insurance in a form

**District Agreement No. 07-4876**

satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to CITY's construction contractor.

7. To require the construction contractor or CITY to furnish both a payment and a performance bond, naming CITY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. CITY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT. The application by CITY's construction contractor for encroachment permit shall be made through the office of STATE's District Permit Engineer and shall include proof said contractor has the payment and performance surety bonds covering construction of PROJECT.
8. All PROJECT work is to be performed by CITY or its designated contractor or consultant. Should CITY request an amendment to this agreement for STATE to perform any portion of PROJECT work not set forth in this Agreement, CITY agrees herein to reimburse STATE all direct and indirect costs for such work.
9. To retain or cause to be retained all records and accounts relating to PROJECT construction for audit by STATE or other government auditors for a period of four (4) years from date of final payment.
10. Point of contact:  
Name: Phillip H. Balmeo, P.E.  
Address: City of Long Beach, Public Works, Design Division  
Phone number: 562-570-6386

**SECTION II**

**STATE AGREES:**

1. To deposit with CITY within forty-five (45) calendar days of receipt of billing therefore (which billing will be forwarded within thirty (30) calendar days upon satisfactory completion of PROJECT), the amount of \$147,000, which figure represents the lump sum total amount of STATE's agreed payment to CITY for PROJECT.
2. To designate a STATE Permit Inspector and CITY shall designate a representative through whom all communications between the two agencies shall be channeled. The STATE Permit Inspector shall review the work of CITY before, during and after construction of PROJECT. STATE Permit Inspector will determine whether CITY has satisfactory completed all work on PROJECT as identified in Exhibit A.
3. At no cost to CITY, to provide independent quality assurance (IQA) for all PROJECT work prepared by CITY or its designee, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of PROJECT.
4. To issue, upon proper application and at no cost to CITY, an encroachment permit required for work within SHS R/W. Any third party agent (including but not limited to contractors, consultants, and utility owners) must obtain an encroachment permit issued in their name, prior to performing any work within the SHS R/W. All third party agents may be subject to an encroachment permit fee assessment based on STATE permit procedure as laid out in STATE's encroachment permit manual.
5. Point of contact:  
Name: Masoud M Nassimi

Address: 18730 Wilmington Blvd. #103, Rancho Dominguez  
Phone number: 310-609-0363

**SECTION III**

**IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. STATE's IQA is defined as providing STATE policy and procedural guidance through to CITY's completion of PROJECT work. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver PROJECT, nor does it involve any validation to verify and recheck any work CITY performs and/or its consultants or contractors and no liability will be assignable to STATE, its officers and/or employees by CITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE pursuant to an amendment to this agreement, that is not direct IQA as agreed upon by parties shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and CITY will pay or authorize STATE to reimburse itself from then available PROJECT funds.
3. CITY will obtain, as a PROJECT cost, all necessary permits, agreements, and/or approvals from appropriate regulatory agencies, unless parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be paid for by CITY, as a PROJECT cost.
4. CITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or approvals for PROJECT. The costs of said compliance and implementation will be a PROJECT cost.
5. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permit(s), agreement(s), and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges will be a PROJECT costs.
6. If, during preparation of PROJECT PS&E or performance of construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by CITY.
7. During PROJECT work, representatives of CITY and STATE will cooperate and consult with each other to assure that all PROJECT work is accomplished according to PROJECT PS&E, and STATE's then applicable policies, procedures, standards, and practices
8. PROJECT PS&E changes may only be implemented by contract change orders with which STATE's representative(s) has reviewed and concurred. All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual must be approved by STATE in

**District Agreement No. 07-4876**

advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider.

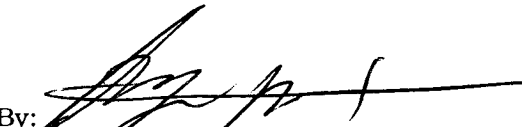
9. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY will fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
10. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless CITY from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
11. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. This Agreement shall terminate upon STATE's payment of \$147,000 to CITY, or on June 30, 2010, whichever is earlier in time, unless all parties agree to extend the termination date of this Agreement.

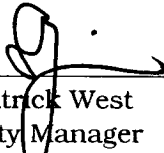
District Agreement No. 07-4876

STATE OF CALIFORNIA  
Department of Transportation

CITY OF LONG BEACH

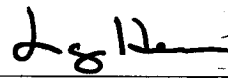
RANDELL H. IWASAKI  
Director


By:   
Douglas R. Failing  
District 07 Director

By:   
Patrick West  
City Manager  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

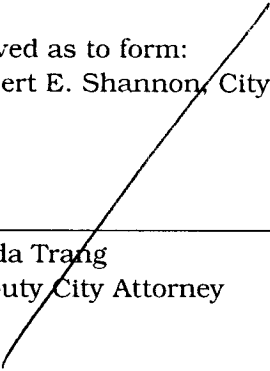
Approved as to form and procedure:

Attest:   
City Clerk  
MAR 18 2010

By:   
Attorney  
Department of Transportation

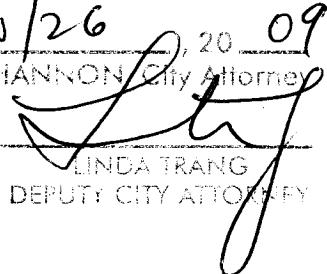
Approved as to form:  
Robert E. Shannon, City Attorney

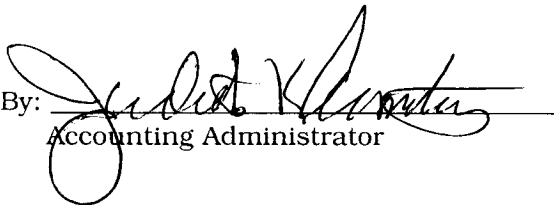
Certified as to funds:

By:   
Linda Trang  
Deputy City Attorney

By:   
Susan Hall  
District Budget Manager

Certified as to financial terms and conditions:

APPROVED AS TO FORM  
10/26, 20 09  
ROBERT E. SHANNON, City Attorney  
By:   
LINDA TRANG  
DEPUTY CITY ATTORNEY

By:   
Accounting Administrator

# EXHIBIT A

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

## ENCROACHMENT PERMIT

TR-0120 (REV 6/2007)

Permit No.

**708-NUB-2036**

In compliance with (Check one)

- Your application of **November 10, 2008** \*
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- RW Contract No. \_\_\_\_\_ of \_\_\_\_\_

Dist/Co/Rte/PM

**07-LA-405-PM 4.33**

Date

**March 02, 2009**

Fee Paid

\$ **Exempt**

Deposit

\$

Payment Bond Amount (1)

\$

Performance Bond Amount (2)

\$

Bond Company

Bond Number (1)

Bond Number (2)

TO:

**City of Long Beach**  
**Department of Public Works**  
**333 W. Ocean Blvd., 9<sup>th</sup> Floor**  
**Long Beach, CA 90802**

Attn.: **Phillip Balmeo**  
 Phone: **(562) 570-6012**

, PERMITEE

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

encroach within the State's right of way for the purpose of **constructing 12" DIP (Ductile Iron Pipe) water line through bridge abutements and through unused bridge cell, and remove existing 12" steel waterline along Temple Ave overcrossing at Route 405, in the City of Long Beach**; all in accordance with current State specifications, the attached special provisions, and permit plans with minor red marks dated **March 02, 2009**.

Permittee shall contact State permit inspectors, **Mr. Masoud Nassimi @ (310) 609-0363**, between the hours of 0700 and 0900, a minimum of 10 working days prior to the initial start of work to arrange a pre-construction meeting to ensure a complete understanding of the work and permit requirements. A confirmation notification should occur three days prior to closure or other potential traffic impacts.

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

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

- Yes  No General Provisions
- Yes  No Utility maintenance Provisions
- Yes  No Special Provisions **A, and Q**
- Yes  No A Cal-OSHA Permit, if required: Permit No.
- Yes  No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes  No Storm Water Pollution Prevention Plan

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

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

(If any Caltrans effort expended)

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

This permit is void unless the work is completed before **July 1, 2009** \*

This permit is to be strictly construed and no 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.

East Region  
 Nassimi, Insp  
 File

*Saleh, Zouheir, Senior Bridge Eng.*

APPROVED:

BY:

*Zoe Yue*, P.E., District Permit Engineer

*Paul Shin*, Permit Engineer

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 653-3657 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FM 91 1436

**SPECIAL PROVISIONS**

1. By acceptance of this permit, the permittee understands and agrees to reimburse the State for all costs incurred for performing corrective work in the event that the permittee or permittee's representatives fail to install, replace, repair, restore, or remove facilities to state specifications for the immediate safe operation of the highway and satisfactory completion of all permit work. State forces may perform corrective work or it maybe contracted out. Understood is that the above charges are in addition to permit fees, and an invoice will be sent to permittee for said charges after satisfactory completion of all work.
2. It is the responsibility of the permittee, permittee's agents, or contractors to comply with all provisions of this permit and instructions from the State permit inspector. Permittee shall keep the permit package or copies thereof, at the work site at all times and show it upon request to any Department representative or law enforcement officer. When the permit package is not available, then immediate suspension of permit will occur.
3. All work performed pursuant to this permit shall be performed in accordance with the current Department of Transportation's Standard Specifications, Standard Plans, Encroachment Permit Utility Provisions dated May 2006, and shall comply with all provisions of this permit and the instructions of the State permit inspector. Any violation of this permit shall constitute grounds for revocation of the permit.
4. If contractor forces perform the work authorized by this permit, permittee's contractor shall furnish the State with a signed application requesting a separate Caltrans permit (Double Permit) authorizing the contractor to perform the work within the State's right of way on behalf of the permittee, a "Performance Bond" and a "Payment Bond" maybe required. Contractor's bonds maybe waived if the contractor has bonds for 100 percent of the project with the permittee. **Contractor shall not begin work until the Double permit is approved.**

Permittee's contractor will be required to reimburse the State for the cost incurred for engineering inspection of the work within the State highway right of way and all other permit related field work performed by Caltrans maintenance forces when, as determined by Caltrans, it becomes necessary. **Estimated engineering inspection fees are \$3,280.**

Permittee's contractor is required to have the signed permit and the double permit with all Special Provisions and plans stamped "CALTRANS PERMIT PLANS" dated **March 02, 2009** at the work site at all times while work is being conducted.

Permittee shall remain solely responsible for compliance with all requirements of this permit.

5. Permittee shall furnish the necessary inspection to provide for public safety and to insure that all work within or affecting the State's right of way pursuant to this permit is in accordance with State Standards and requirements. The State permit inspectors will monitor the work authorized under this permit and the work is subject to the approval of the State permit inspectors.
6. Prior to performing any work pursuant to this permit, the permittee shall obtain all necessary permits and authorizations required of other governmental agencies and by law. The permittee shall make the necessary arrangements with the appropriate agencies to monitor and test performed work to ensure accordance with requirements of those agencies.
7. Permittee is responsible for restoration and repair of the State's right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.). Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the State's right of way.
8. Existing traffic signal, lighting, electrical systems, and underground installations (shown on the permit plans or not) damaged by the work authorized by this permit shall be replaced in kind, restored in kind, or better as directed by the State permit inspectors at no cost to the State.
9. The work shall be performed Sunday morning between break of daylight and 8:00 A.M.
10. Ramp closures shall be performed by a license traffic control contractor and maintained in accordance with Special Provision "Q".
11. Ramp closures shall be posted 7 days in advance of the closure.



**SPECIAL PROVISIONS**

12. Potentially hazardous waste material, if encountered during implementation of permitted work, then all work within the effected area shall cease immediately. The permittee shall contact State permit inspector to arrange a site assessment by a Caltrans hazardous material coordinator.
13. Do not store materials within the State's right of way and remove materials at the end of the day or properly store it as directed by the State permit inspector.
14. American National Standards Institute (ANSI) compliant Class II vests and hard hat shall be worn while working within State's right of way. Workers working at night will be required to wear ANSI Class III warning garments. Class III compliance can be achieved by combining ANSI Class E pants worn with an ANSI Class II vest.
15. Permittee's contractor and/or contractors shall have proper licenses from the State of California and they shall provide proper documents as proof upon request.
16. Permittee's contractor shall submit a written schedule to the State permit inspector for review and approval prior to the beginning of the work.
17. The State permit inspector must ascertain and agree to all work details and all aspects of traffic control or no work shall begin on this permit.
18. Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.
19. If a time extension for this permit is required, request one 30 days in advance of the expiration date. Permit closure occurs after the expiration date, once this occurs reactivation will not occur. It will be the responsibility of the permittee to reapply by submitting an application and plans, if the need for a permit is still present.

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The attached District's Standard Special Provisions are generalizations of the Department's Standard Specifications and are included only as a convenience to the Permittee. Permittee shall reference the current Department's Standard Specifications for complete and unabridged specification requirements.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION  
**ENCROACHMENT PERMIT**

TR-0120 (REV 6/2007)

Permit No. <b>708-NUB-2060</b>	
Dist/Co/Rte/PM <b>07-LA-405-4.33</b>	
Date <b>March 30, 2009</b>	
Fee Paid \$ <b>Exempt</b>	Deposit \$
Payment Bond Amount (1) \$	Performance Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one)

- Your application of **November 14, 2008**
- Utility Notice No. of
- Agreement No. of
- RW Contract No. of

TO: **City of Long Beach**  
**333 W. Ocean Boulevard, 9<sup>th</sup> Floor**  
**Long Beach, California 90802**

Attn.: **Phillip Balmeo**  
 Phone: **(562) 570-6386**

**PERMITEE**

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

encroach within the State's right of way for the purpose of **removing and reinstalling 2-42" diameter HDPE (solid wall) pipes in calls 3 and 4 of the Temple Avenue OC 53-1198, above Route 405 (San Diego Freeway), and connecting to the existing system, in the city of Long Beach**; all in accordance with current State specifications, the attached special provisions, and permit plans with minor red marks dated **March 30, 2009**.

Permittee shall contact State permit inspector, **Mr. Masoud Nassimi at telephone number (310) 609-0363**, between the hours of 0700 and 0900, a minimum of 10 working days prior to the initial start of work to arrange a pre-construction meeting to ensure a complete understanding of the work and permit requirements. A confirmation notification should occur three days prior to closure or other potential traffic impacts.

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  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Utility maintenance Provisions                                      |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Special Provisions <b>A, C, and Q</b>                               |
| <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 | Storm Water Pollution Prevention Plan                               |

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

- |   |  |            |
|---|--|------------|
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Review     |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Inspection |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Field Work |

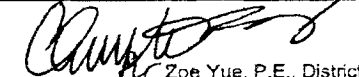
(If any Caltrans effort expended)

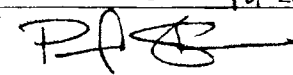
Yes  No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before **September 1, 2009**

This permit is to be strictly construed and no 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.

South Region  
**M. Nassimi, Insp.**  
**Z. Saleh, Senior Bridge Engineer, Structures Const., Insp.**  
**R. Hung, Maintenance, Info.**  
 File

APPROVED:   
 Zoe Yue, P.E., District Permit Engineer

BY:   
 Paul Shin, P.E., Permit Engineer

ADA Notice

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**SPECIAL PROVISIONS**

1. By acceptance of this permit, the permittee understands and agrees to reimburse the State for all costs incurred for performing corrective work in the event that the permittee or permittee's representatives fail to install, replace, repair, restore, or remove facilities to state specifications for the immediate safe operation of the highway and satisfactory completion of all permit work. State forces may perform corrective work or it maybe contracted out. Understood is that the above charges are in addition to permit fees, and an invoice will be sent to permittee for said charges after satisfactory completion of all work.
2. It is the responsibility of the permittee, permittee's agents, or contractors to comply with all provisions of this permit and instructions from the State permit inspector. Permittee shall keep the permit package or copies thereof, at the work site at all times and show it upon request to any Department representative or law enforcement officer. When the permit package is not available, then immediate suspension of permit will occur.
3. All work performed pursuant to this permit shall be performed in accordance with the current Department of Transportation's Standard Specifications, Standard Plans, Encroachment Permit Utility Provisions dated May 2006, and shall comply with all provisions of this permit and the instructions of the State permit inspector. Any violation of this permit shall constitute grounds for revocation of the permit.
4. If contractor forces perform the work authorized by this permit, permittee's contractor shall furnish the State with a signed application requesting a separate Caltrans permit (Double Permit) authorizing the contractor to perform the work within the State's right of way on behalf of the permittee, a "Performance Bond" and a "Payment Bond" maybe required. Contractor's bonds maybe waived if the contractor has bonds for 100 percent of the project with the permittee. **Contractor shall not begin work until the Double permit is approved.**

Permittee's contractor will be required to reimburse the State for the cost incurred for engineering inspection of the work within the State highway right of way and all other permit related field work performed by Caltrans maintenance forces when, as determined by Caltrans, it becomes necessary. **Estimated engineering inspection (quality assurance) fees are \$4,100 (50 hours).**

Permittee's contractor is required to have the signed permit and the double permit with all Special Provisions and plans stamped "CALTRANS PERMIT PLANS" dated **March 30, 2009** at the work site at all times while work is being conducted.

Permittee shall remain solely responsible for compliance with all requirements of this permit.

5. Permittee shall furnish the necessary inspection (quality control) to provide for public safety and to insure that all work within or affecting the State's right of way pursuant to this permit is in accordance with State standards and requirements. The State permit inspector will monitor the work authorized under this permit and the work is subject to the approval of the State permit inspector.
6. Prior to performing any work pursuant to this permit, the permittee shall obtain all necessary permits and authorizations required of other governmental agencies and by law. The permittee shall make the necessary arrangements with the appropriate agencies to monitor and test performed work to ensure accordance with requirements of those agencies.
7. Permittee is responsible for restoration and repair of the State's right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.). Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the State's right of way.
8. Existing traffic signal, lighting, electrical systems, and underground installations (shown on the permit plans or not) damaged by the work authorized by this permit shall be replaced in kind, restored in kind, or better as directed by the State permit inspectors at no cost to the State.
9. Potentially hazardous waste material, if encountered during implementation of permitted work, then all work within the affected area shall cease immediately. The permittee shall contact State permit inspector to arrange a site assessment by a Caltrans hazardous material coordinator.
10. Do not store materials within the State's right of way and remove materials at the end of the day or properly store it as directed by the State permit inspector.

**SPECIAL PROVISIONS**

11. Personnel working within State right of way shall wear hard hats and orange jackets, shirts, or vests at all times.
12. Permittee's contractor and/or contractors shall have proper licenses from the State of California and they shall provide proper documents as proof upon request.
13. Adequately shore trench to conform to requirements of the California Department of Safety and Health. Provide approved Cal OSHA Permit to State permit inspector when required.
14. All open trenches within the traveled way shall be back-filled, compacted, and temporary pavement (minimum 3" thick) placed before the end of each working day. Shoring, and properly placed and maintained skid resistant steel plates may be substituted for the back filling for short use when pre-approved by State Permit Inspector.
15. Sand cement slurry for backfill material shall be 1-1/2 sacks per cubic yard. If Permittee chooses to backfill with native or imported material, a compaction test is required to verify 95% compaction.
16. Surface restoration shall include cold plane a minimum of 1-foot beyond trench line to a minimum depth of 2 inches.
17. Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit.
18. Permittee's contractor shall submit a written schedule to the State permit inspector for review and approval prior to the beginning of the work.
19. The State permit inspector must ascertain and agree to all work details and all aspects of traffic control or no work shall begin on this permit.
20. Work Hours: As noted on plans, or as directed by the State permit inspectors.
21. Due to Caltrans projects and several other permits at and/or in the vicinity of the work location, permittee is mandated to coordinate all work activities accordingly.
22. No lane may be closed or obstructed at any time unless specifically allowed per the encroachment permit, shown in approved traffic control plans, and/or as directed by the State permit inspector.
23. All striping, pavement markings and markers obliterated by the work authorized by this permit shall be replaced in kind or better, as directed by the State permit inspector at no cost to the State.
24. The City shall apply for Traffic Control permit in order to address the bridge closure over cells #3 and #4 during a storm event.
25. Bridge cells #8 and #9 shall be vacated, removal of the existing CMPA pipes and the sand bedding shall be conducted prior to completion of this permit.
26. Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.
27. If a time extension for this permit is required, request one 30 days in advance of the expiration date. Permit closure occurs after the expiration date, once this occurs reactivation will not occur. It will be the responsibility of the permittee to reapply by submitting an application and plans, if the need for a permit is still present.

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The attached District's Standard Special Provisions are generalizations of the Department's Standard Specifications and are included only as a convenience to the Permittee. Permittee shall reference the current Department's Standard Specifications for complete and unabridged specification requirements.