



TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
GERBER, CALIFORNIA

BID BOOK

NOTICE TO BIDDERS, SPECIAL PROVISIONS,
BID DOCUMENTS, CONTRACT AND PROJECT PLANS

FOR CONSTRUCTION OF

TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

LOCATIONS THROUGHOUT TEHAMA COUNTY, CALIFORNIA

COUNTY PROJECT #: 973037

FOR USE IN CONNECTION WITH
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS, AND STANDARD PLANS,
DATED 2010
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES

BID OPENING: 3/18/15 , 3:00PM (PST)



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ENGINEER SIGNATURE PAGE
TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

**FUNDED WITH CALIFORNIA TRANSIT SECURITY GRANT PROGRAM- CALIFORNIA
TRANSIT ASSISTANCE FUNDS
COUNTY PROJECT #: 973037**

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED UNDER THE DIRECTION OF THE FOLLOWING REGISTERED PERSON.



Kevin Rosser
REGISTERED CIVIL ENGINEER

10.29.14
DATED

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- Attachment B: Manufacturers Engineering Report
- Attachment C: Encroachment Permits and Permits to Enter
- Attachment D: Partial List of Applicable Codes

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IMPORTANT SPECIAL NOTICE

- The Bid Documents are bound in a book together with the Notice to Bidders, Special Provisions, Contract and Project Plans. **Neither the Bid form nor any other portion of said book shall be detached therefrom.** The entire bound Bid Book shall be submitted at the time of bid opening. Refer to Section 2.A , “Bid Documents” of these Special Provisions for more information.
- This is not a Federal-Aid contract. Refer to Section 1-1.07A “Definitions” of the Standard Specifications.
- Submittal of a complete Subcontractors List must be submitted at bid opening. Refer to Section 2.A-2.b of these Special Provisions for more information.
- This project is a base bid project which includes 27 individual construction sites. Each site shall be bid as a lump sum bid item.
- Ten project sites are located along State Routes and are subject to additional Provisions. Refer to attachment C.
- Attention is directed to Section 2.C “Contractor Registration” of these Special Provisions for information on a newly established public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis (each July 1 through June 30 state fiscal year) with the California Department of Industrial Relations (DIR).

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NOTICE TO BIDDERS

COUNTY OF TEHAMA DEPARTMENT OF PUBLIC WORKS

Sealed bids for the work shown in the plans and specifications entitled:

TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

PLANS AND SPECIAL PROVISIONS

COUNTY PROJECT No. 973037

will be received at the Department of Public Works office at 9380 San Benito Avenue, Gerber, California, 96035 until 3:00PM (PST) on 3/18/15 at which time they will be publicly opened and read aloud in the conference room at the aforementioned address.

DESCRIPTION OF WORK

Installation of 27 transit shelters throughout Tehama County. Work generally includes construction of concrete pads, sidewalk expansions and shelter assembly and installation. All shelters have been pre-purchased.

ENGINEER'S ESTIMATE

The Engineer's Estimate for this contract is \$80,000.

WORKING DAYS

The project has 75 working days.

PRE-BID MEETING

A **non-mandatory** pre-bid meeting is scheduled for March 11, 2015 at 10:00AM at the offices of Tehama County Public Works, 9380 San Benito Ave, Gerber, CA. This meeting is to inform bidders of project requirements, times for the presentation of bids, quantities, plans and specifications. The County will also answer any questions pertaining to the Plans, Contract, and Specifications including the Alternative bid procedures, if any. Bidder's attendance at this meeting is **non-mandatory**.

Bids are required for the entire work described herein.

CONTRACTOR'S LICENSE CLASSIFICATION

The contractor shall possess a Class A license at the time this contract is awarded. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS

The Project Bid Book including Construction Plans may be inspected at no cost at the Department's offices, or copies of these documents may be obtained for a NONREFUNDABLE FEE OF \$ 40.00 PER SET. These documents can be obtained from:

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
9380 SAN BENITO AVENUE, GERBER, CALIFORNIA

Technical questions should be directed to the office of the County Engineer, Noel Carvalho, Assistant Engineer, telephone (530) 385-1462 ex. 3031.

The successful bidder shall furnish a payment bond and a performance bond.

The County of Tehama affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

PREVAILING WAGE REQUIREMENTS

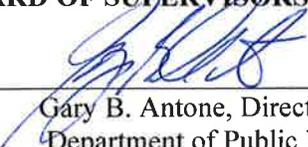
In accordance with the provisions of Section 1770 et seq, of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done.

The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1."

PUBLIC CONTRACT CODE SECTION 22300

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the County to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300. Such securities shall be valued by the County Treasurer-Tax Collector, whose decision shall be final. Securities not listed under Public Contract Code Section 22300 or Government Code Section 16430 must be pre-qualified by the County Treasurer-Tax Collector before bid opening in order to be accepted by the County as security.

BOARD OF SUPERVISORS; COUNTY OF TEHAMA


BY: Gary B. Antone, Director
Department of Public Works

2-17-15
Date

Advertisement #1 February 25, 2015
Advertisement #2 March 4, 2015

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BID ITEM SECTION REFERENCE

This project includes 27 individual construction sites. Each site shall be bid as a lump sum. Estimated material quantities for each site are provided in the project plans for convenience only. The Contractor is responsible to confirm quantities.

Item No.	Item Description	Unit Meas.
1	SITE 1- CASA RAMOS	LS
2	SITE 2- DOUGLAS ST @ JOHNSON ST	LS
3	SITE 3- VINEYARD CHRISTIAN FELLOWSHIP	LS
4	SITE 4- RED BLUFF CITY OFFICE	LS
5	SITE 5- ANTELOPE BLVD @ RIO ST	LS
6	SITE 6- VILLA COLUMBIA APARTMENTS	LS
7	SITE 7- JACKSON ST @ MUSICK AVE	LS
8	SITE 8- CHEVRON GAS STATION	LS
9	SITE 9- GREENVILLE RANCHERIA	LS
10	SITE 10- VISTA WAY @ HORNBECK	LS
11	SITE 11- FOOD MAXX	LS
12	SITE 12- RED BLUFF APARTMENTS	LS
13	SITE 13- CABERNET APARTMENTS	LS
14	SITE 14- DOLLAR GENERAL	LS
15	SITE 15- RED BLUFF FAIRGROUNDS	LS
16	SITE 16- FRONTIER VILLAGE APARTMENTS	LS
17	SITE 17- SUNSHINE MARKET	LS
18	SITE 18- JILL'S MARKET	LS
19	SITE 19- MILL CREEK SHOPPING CENTER	LS
20	SITE 20- SB 99E @ TEHAMA VINA	LS
21	SITE 21- C ST @ 3RD ST, CITY OF TEHAMA	LS
22	SITE 22- GERBER MARKET	LS
23	SITE 23- SB 99W IN PROBERTA	LS
24	SITE 24- SAFEWAY ON SB EDITH AVE	LS
25	SITE 25- US BANK ON EB SOLANO ST	LS
26	SITE 26- DOLLAR TREE WB SOLANO ST	LS
27	SITE 27- SHELL GAS STATION	LS

STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. Applicable Revised Standard Plans (RSP) and New Standard Plans (NSP) indicated below are included in the project plans as individual Standard Plan sheets.

PLAN NO.	DESCRIPTION
A88A	Curb Ramp Details

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SPECIAL PROVISIONS

SECTION 1 GENERAL

1.A PROJECT SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated 2010 and the Standard Plans dated 2010, of the Department of Transportation insofar as the same may apply, and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over and shall be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 1, "General," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

1.B ABBREVIATIONS

Refer to Section 1-1.06, "Abbreviations" of the Standard Specifications.

1.C DEFINITIONS AND TERMS

Wherever in the Standard Specifications, Special Provisions, Notice to Bidders, Bid, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

County - County of Tehama, California, a legal entity organized and existing in the State of California, where reference is made to the agency administering the Contract.

Bid Package – Bid Book including Notice to Bidders, Bid Documents, Contract, Special Provisions and Project Plans.

Contract Documents – Refers collectively to the Contract, Special Provisions, Project Plans, Notice to Bidders, Bid Documents, and Standard Specifications.

Contract Time - Number of original working days as adjusted by any time adjustment.

Day – 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except Saturday, Sunday or holiday.

2. **working day:** Time measure unit for work progress. A working day is any day except:

2.1. Saturday, Sunday and holiday.

2.2. Day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to any of the following:

2.2.1. Adverse weather-related conditions that cause the Contractor to dismiss the crew.

2.2.2. Maintaining traffic under the Contract.

2.2.3. Engineer's direction to suspend the controlling activities for reasons unrelated to the Contractor's performance.

2.2.4. Unanticipated event not caused by either party such as:

2.2.4.1. Act of God

2.2.4.2. Act of a public enemy.

2.2.4.3. Epidemic.

2.2.4.4. Fire.

2.2.4.5. Flood.

2.2.4.6. Governor-declared state of emergency.

2.2.4.7. Landslide.

2.2.4.8. Quarantine restriction.

2.2.5. Issue involving a third party, including:

- 2.2.5.1. Industry or area-wide labor strike.
- 2.2.5.2. Material shortage.
- 2.2.5.3. Freight embargo.
- 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
- 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

Department or Department of Transportation - Department of Public Works of the County of Tehama, California.

Director or Director of Transportation - The Board of Supervisors of the County of Tehama, California.

Engineer - The Director of Public Works of the County of Tehama, California, acting either directly or through duly authorized agents or consultants.

Early Completion Time - Difference in time between an early scheduled completion date and the Contract completion date.

Highway - Highway, roadway, street, avenue, lane, boulevard, or other public thoroughfare for vehicular traffic.

Job Site Activities – Work done within the physical limits of the Contract.

Laboratory or Transportation Laboratory - The established laboratory of the County of Tehama Department of Public Works or laboratories authorized by the County to test materials and work involved in the contract.

Liquidated Damages - The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85 to be paid to the County of Tehama or to be deducted from any payments due or to become due the Contractor for each day of delay in completing the whole or any specified portion of the work beyond the time allowed in the Special Provisions.

Mobilization: Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).

Scheduled Completion Date: Planned work completion date shown on the current schedule.

Standard Specifications – The 2010 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County of Tehama or its corresponding agency, office, or officer acting under this contract.

State - County of Tehama, California, a legal entity organized and existing in the State of California, where reference is made to the agency administering the Contract.

State Contract Act - All applicable provisions of the Public Contract Code (excluding Chapter 1, Division 2, Part 2, therein), Government Code, Labor Code, Civil Code, Business & Professions Code, as they apply to contracts with local public agencies, as defined in said codes. No provision of the Standard Specifications or these Special Provisions shall be construed as an election under Public Contract Code section 20396 to have this project performed under the provisions of the State Contract Act. Individual provisions of the State Contract Act shall apply only as specifically referenced in these specifications or Special Provisions.

State Highway Engineer – The County Engineer of the County of Tehama, State of California

Transportation Building – Sacramento – Department of Public Works, County of Tehama State of California.

END OF SECTION

SECTION 2 BIDDING

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

2.A BID DOCUMENTS

2.A-1 GENERAL

The first four paragraphs of Section 2-1.06A of the Standard Specifications shall not apply.

Sections 2-1.18 through 2-1.27 of the Standard Specifications shall not apply.

Bid Books and project contract documents may be obtained at the Tehama County Department of Public Works, 9380 San Benito Avenue, Gerber, California; refer to the Notice to Bidders for more information.

The Bid Documents are bound in a book together with the Notice to Bidders, Special Provisions, and contract. The project plans are a separate attachment. **Neither the Bid form nor any other portion of said book shall be detached therefrom.** The entire bound Bid Book shall be submitted at the time of bid opening.

2.A-2 BID DOCUMENT COMPLETION

2.A-2.a GENERAL

Refer to Section 2-1.33 of the Standard Specification. Section 2-1.33A "General" is changed to remove the second and third paragraphs. In accordance with Public Contract Code § 4104 (a)(2)(B), the County requires a completed subcontractor list at the bid opening. An incomplete subcontractors list results in a non-responsive bid. Submittals after the bid opening will not be accepted.

2.A-2.b SUBCONTRACTORS LIST

Refer to Section 2-1.33C "Subcontractor List" of the Standard Specifications. The second paragraph is changed to read; "The subcontract list must show name, address and work portions to be performed by each subcontractor listed. Show work portions by bid item number, work description, portions of each respective bid item subcontracted and the dollar amount associated with each subcontractor required (value) to perform listed work.

2.A-2.c REQUIRED ITEMS FOR BID

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid Book. Signing the Bid Book shall also constitute signature of the Noncollusion Affidavit.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract. Incomplete submittal of bid documents will result in a non-responsive bid. **Neither the Bid form(s) nor any other portion of said book shall be detached therefrom.**

2.A-3 BIDDER'S SECURITY

The bidder's bond shall conform to the bond form following the Bid Signature page in this Bid Book.

2.B NON-MANDATORY PREBID MEETING

The Department will conduct a non-mandatory prebid meeting for this contract. The prebid meeting will be held on March 11, 2015 at 10:00AM. The purpose of the meeting is to inform bidders of:

- Project requirements
- Times for the presentation of bids
- Quantities, plans and specifications
- Address any bidder questions or concerns for the project, including any addenda issued or pending.

Bidder's attendance at this meeting is **non-mandatory.**

2.C CONTRACTOR REGISTRATION

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a

violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

END OF SECTION

SECTION 3 CONTRACT AWARD AND EXECUTION

3.A GENERAL

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution" of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Sections 3-1.08 of the Standard Specifications shall not apply.

3.B CONTRACT AWARD

Refer to Section 3-1.04 "Contract Award" of the Standard Specifications is amended to read:

If the Department awards the contract, the award is made to the lowest responsible bidder within 60 days after bid opening. The Department may extend the specified award period if the bidder agrees.

3.B-1 BID PROTEST

Submit any bid protest to the Engineer. Bid protests are to be delivered to the following address:

**DIRECTOR OF PUBLIC WORKS
9380 SAN BENITO AVE., GERBER, CA 96035
FAX NO. 530.385.1293**

3.B-1.a BID PROTEST PROCEDURE

- a. The initial bid protest must be submitted in writing to the above address no later than 5PM of the 5th business day following bid opening.
 - i. The initial protest shall refer to both the Contract number and the specific portion of the document which forms the basis for the protest.
 - ii. The initial protest shall include the name, address, telephone number and signature of the person representing the protesting party.
 - iii. The party filing the initial protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- b. The protesting bidder shall submit to the Department a full and complete written statement specifying the grounds for the protest no later than 5 PM of the 5th business day following the submittal of the initial protest.
- c. The Department will issue a proposed decision on the protest. The final decision on any protest shall be made by the Tehama County Board of Supervisors prior to the award of the Contract. If the Board determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
- d. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest or otherwise challenge the bid award, including filing a Government Code Claim or legal proceedings.

3.B-2 BID EVALUATION

This project is bid as a base bid project. The contract, if awarded, will be awarded to the responsive and responsible bidder who submitted the lowest **BASE BID**.

3.C CONTRACT BONDS

The provisions of Section 3-1.05 of the Standard Specifications shall not apply.

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

3.D CONTRACT EXECUTION

The provisions of Section 3-1.18, "Contract Execution" of the Standard Specifications shall be changed to read as follows:

The successful bidder must sign the *Contract* form included in the Bid Book.

After Award of the Contract by the County, the Engineer will issue a "Notice of Award", which includes applicable contract documents. Upon Receipt of the Notice of Award, deliver to the Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in Section 3-1.07 of the Standard Specifications, "Insurance Policies"
4. Payee Data Record

These contract documents must be received by the Engineer before the 10th business day after the bidder receives the contract.

Executed contract documents shall be delivered to the following address:

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
ATTENTION PROJECT #973037
9380 SAN BENITO AVE. GERBER, CA 96035

The bidder's security may be forfeited for failure to execute the contract within the time specified.

3.E BIDDER'S SECURITIES

The provisions of Section 3-1.19, "Bidders' Securities" of the Standard Specifications shall be changed to read as follows:

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract as required in Section 3.D, "Contract Execution," within 10 business days of receiving the contract for execution shall be just cause for the forfeiture of the Bid guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

END OF SECTION

SECTION 4 SCOPE OF WORK

4.A GENERAL

The bidder's attention is directed to the provisions in Section 4, "Scope of Work" of the Standard Specifications and these Special Provisions for the requirements and conditions concerning scope of work.

4.B LOCATION OF WORK

Locations Throughout Tehama County, California

4.C DESCRIPTION OF WORK

Installation of 27 transit shelters throughout Tehama County. Work generally includes construction of concrete pads, sidewalk expansions and shelter assembly and installation. All shelters have been pre-purchased.

4.D CONTRACT DOCUMENTS PROVIDED TO CONTRACTOR

The Engineer will furnish to the Contractor, upon request and free of charge, two copies of Contract Documents. Additional copies of Contract Documents or Plans may be obtained upon request by paying appropriate costs for reproduction.

4.E CHANGE ORDERS - GENERAL

The provisions of Section 4-1.05A, "General" of the Standard Specifications shall be changed to read as follows:

The Department may make changes within the scope of work and add extra work, subject to the limitations of Section 20395, subdivision (d) of the Public Contract Code. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Change Order.

A Change Order is approved when the Department signs the Change Order.

Until the Department approves a Change Order, continue to perform the work under the Contract. If ordered in writing by the Engineer, you shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In those cases, the Engineer will, as soon as practicable, issue an approved contract change order for the ordered work.

Submit detailed cost data for a unit price adjustment for a bid item if:

1. the Engineer requests the data or,
2. you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Refer to Section 5-1.27E, "Change Order Bills".

4.F WORK CHARACTER CHANGES

The provisions of Section 4-1.05B, "Work Character Changes" of the Standard Specifications shall be changed to read as follows:

The Department may, in its sole discretion, issue a Change Order to adjust the unit price for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based; and
2. The unit cost of the changed item differs when compared to the unit cost of that item under the original plans and specifications.

4.G DIFFERING SITE CONDITIONS

The provisions of Section 4-1.06, "Differing Site Conditions" of the Standard Specifications shall be changed to read as follows:

4.G-1 SUBSURFACE CONDITIONS

In the event the work hereunder requires digging trenches or excavation deeper than four (4) feet, the Contractor shall promptly, and before the following conditions are disturbed, notify the Department by written notice of:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

Upon such notification, the Department shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, shall issue a change order under the procedures described in the Standard Specifications and these Special Provisions.

In the event that a dispute arises between the Department and the Contractor whether the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

4.G-2 OTHER CONDITIONS

With respect to differing site conditions, other than those to which Section 4.G-1 applies, the following procedures shall apply:

Promptly notify the Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - 1.1. Contract documents
 - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.

END OF SECTION

SECTION 5 CONTROL OF WORK

5.A GENERAL

The bidder's attention is directed to the provisions in Section 5 "Control of Work" of the Standard Specifications and these Special Provisions.

5.B RECORDS

Section 5-1.27E "Change Order Bills" of the Standard Specifications is amended to delete any reference to on-line or "internet change order billing system". Change order bills shall be submitted hard copy and shall adhere to Section 5-1.23 "Submittals" of the Standard Specifications.

5.C CONSTRUCTION LIMITS

The Contractor shall confine his operations to designated property, road rights-of-way, existing easements, or as identified and designated on the Plans. Any encroachment onto lands outside of these aforementioned areas will require the contractor to supply, in writing, an agreement which shows a right-of-entry, temporary construction easement, proof of ownership or other form of right to use such land(s) PRIOR to the encroachment or use of such lands. Contractor shall also acknowledge, understand and comply with the limitations of activities relating to the approved CEQA and NEPA environmental documents which may limit scope of impacts. Failure to comply with the provisions for construction limits shall result in the immediate suspension of all work until the provisions have been met.

5.D VANDALISM

The Contractor is responsible for the protection of the entire jobsite, including protecting the fresh concrete against vandalism and damage. Any damaged concrete will be repaired or replaced as determined by the Engineer. Any additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

5.E PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS - AFTER AWARD

The provisions of Section 5-1.20B(3), "After Award" of the Standard Specifications shall be changed to read as follows:

Confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor. Unless otherwise specified by the Engineer in writing, all after-award PLACs are to be obtained by the Contractor.

To make a change to an after-award PLAC obtained by the Department, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

Obtain those PLACs to be issued to you and pay fees and costs associated with obtaining them. Submit copies of Contractor-obtained after-award PLACs for review.

5.F POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Refer to Section 5-1.43 "Potential Claims and Dispute Resolution" of the Standard Specifications.

Section 5-1.43(E) "Alternative Dispute Resolution" of the Standard Specifications is deleted and shall be replaced as follows:

5.F-1 ALTERNATIVE DISPUTE RESOLUTION

Section 5-1.43E(2) "Dispute Resolution Advisor" and 5-1.43E(3) "Dispute Resolution Board" of the Standard Specifications shall be modified as follows:

5.F-1.a GENERAL

Section 5.F-1, "Alternative Dispute Resolution," applies to a contract with 100 or more working days unless a contract has a total bid less than \$3 million. Projects with total bids less than \$3 million do not have the working day constraint.

In the Dispute Resolution Advisor Agreement and in the Dispute Review Board Agreement, interpret a reference to the Special Provisions as a reference to the Standard Specifications. In the Dispute Review Board Agreement, replace "Proposal and Contract" with "Bid Book." Where the section title does not match the section number for a reference, refer to the referenced title.

5.F-1.b DISPUTE RESOLUTION LADDER

Section 5.F-1.b, "Dispute Resolution Ladder," applies to a contract under \$3 million.

5-F. 1.b(i) General

The dispute resolution ladder, hereinafter referred to as "DRL," is an optional process.

At the preconstruction conference, at the kick-off partnering workshop, or at any time before contract acceptance, the Department offers you the option to use a dispute resolution ladder for alternative dispute resolution.

5-F. 1.b(ii) Selection Process and Operation

If you wish to use this process, submit names, titles, and contact information of your personnel corresponding to the levels of the Department's dispute resolution ladder. The Department's dispute resolution ladder, in ascending order is:

Field Level - Inspector

Level 1 - Resident Engineer

Level 2 - Area Construction Engineer

Level 3 - Area Construction Manager, Office Chief, or Deputy District Director of Construction, as designated by the Deputy District Director of Construction.

A dispute can be advanced up the ladder:

- 1) When agreement between personnel on a defined level cannot be reached within the specified time;
- 2) Upon agreement of personnel on a defined level and concurrence of the personnel at the next higher level.

A dispute must be elevated to Level 1 if agreement has not been reached within a day after the event that led to the dispute. A dispute must be elevated to Level 2 if agreement has not been reached within 5 days after the Engineer's response to an RFI or within 5 business days from the date when a dispute arises due to an act or failure to act by the Engineer. A dispute must be elevated to Level 3 if agreement has not been reached within 15 days after submittal of the Initial Potential Claim Record. If a dispute remains unresolved after Level 3 participation, continue to comply with Section 5-1.146, "Potential Claims and Dispute Resolution."

5-F. 1.b(iii) Compensation

The Department does not pay Contractor costs for participating in the DRL process.

5-F. 1.b(iv) Dispute Resolution Ladder Agreement

The "Dispute Resolution Ladder Agreement" to be executed by the Contractor and State shall be in substantially the following form:

CEM-6208 (NEW 5/2011)

DISPUTE RESOLUTION LADDER ESTABLISHMENT

Instructions- Use of this form is *optional*. The resident engineer and the contractor may fill it out to establish the Dispute Resolution Ladder. Use of the Dispute Resolution Ladder is not a substitute for filing a Request for Information or complying with the contractual requirements for potential claims and dispute resolution.

Agreement Date: _____

Project Description: Installation of 27 transit shelters throughout Tehama County. Work generally includes construction of concrete pads, sidewalk expansions and shelter assembly and installation.

Department Personal

Level	Name	Title	Phone/Email	Time allowed Before Elevating
Field		Inspector		One business day
1		Resident Engineer		Within 5 business days after resident engineer's response to the Request for Information or within 5 business days from the date when the dispute first arose.
2		Area Construction Engineer		Within 15 days of contractor's Initial Potential Claim Record
3		Area Construction Manager, Office Chief, or Deputy District Director		Final Dispute Resolution Ladder level

Contractor Personal

Level	Name	Title	Phone/Email	Time allowed Before Elevating
Field				One business day
1				Within 5 business days after resident engineer's response to the Request for Information or within 5 business days from the date when the dispute first arose.
2				Within 15 days of contractor's Initial Potential Claim Record
3				Final Dispute Resolution Ladder level

5.F-1.c DISPUTE RESOLUTION ADVISOR

Section 5.F-1.c, "Dispute Resolution Advisor" applies to a contract from \$3 million to \$10 million.

5-F. 1.c(i) General

A dispute resolution advisor, hereinafter referred to as "DRA", is chosen by the Department and the Contractor to assist in the resolution of disputes. The DRA is a part of the contract administrative claims process as specified in the provisions in Section 5-1.43A-D, of the Standard Specifications. The DRA shall not serve as a substitute for filing a protest or a notice of potential claim.

The DRA shall be established by the Department and the Contractor within 30 days of contract approval. The Department and the Contractor shall each propose 3 potential DRA candidates. Each potential candidate shall provide the Department and the Contractor with their disclosure statement. The disclosure statement shall include a resume of the potential candidate's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract.

5-F. 1.c(ii) Selection Process, Replacement of DRA Member and Operation

The Department and the Contractor shall select one of the 6 nominees to be the DRA. If the Department and the Contractor cannot agree on one candidate, the Department and the Contractor shall each choose one of the 3 nominated by the other. The final selection of the DRA will be decided by a coin toss between the two candidates.

The Department and the Contractor shall complete and adhere to the Dispute Resolution Advisor Agreement. No DRA meeting shall take place until the Dispute Resolution Advisor Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

If DRA needs outside technical services, technical services shall be preapproved by both the Department and the Contractor.

DRA recommendations are nonbinding.

The Contractor shall not use the DRA for disputes between subcontractors or suppliers that have no grounds for a lawsuit against the Department.

DRA replacement is selected in the same manner as the original selection. The appointment of a replacement DRA will begin promptly upon determination of the need for replacement. The Dispute Resolution Advisor Agreement shall be amended to reflect the change of the DRA.

Failure of the Contractor to participate in selecting DRA will result in the withhold of 25 percent of the estimated value of all work performed during each estimate period that the Contractor fails to comply. DRA withholds will be released for payment on the next monthly progress payment following the date that the Contractor has provided assistance in choosing the DRA and no interest will be due the Contractor.

5-F. 1.c(iii) Compensation

The State and the Contractor shall bear the costs and expenses of the DRA equally.

The DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting either at the start of the project or for a dispute. A member serving on more than one State DRA or Dispute Review Board, regardless the number of meetings per day shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel, and incidentals for each day or portion thereof that the DRA is at an authorized DRA meeting.

No additional compensation will be made for time spent by the DRA to review and research activities outside the official DRA meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRA, has been specifically agreed to in advance by the State and Contractor. Time away from the project that has been specifically agreed to in advance by the Department and the Contractor will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services.

The State will provide conference facilities for DRA meetings at no cost to the Contractor.

The Contractor shall make direct payments to the DRA for participation in authorized meetings and approved hourly rate charges from invoices submitted.

The State will reimburse the Contractor for the State's share of the costs.

There will be no markups applied to expenses associated with the DRA, either by the DRA or by the Contractor when requesting payment of the State's share of DRA expenses. Regardless of the DRA recommendation, neither party will be entitled to reimbursement of DRA costs from the other party.

The Contractor shall submit extra work bills and include invoices with original supporting documents for reimbursement of the State's share.

The cost of technical services will be borne equally by the State and Contractor. There will be no markups for these costs.

For Reference Only- Not for the Purpose of Bidding

5-F. 1.c(iv) *Dispute Resolution Advisor Agreement*

The "Dispute Resolution Advisor Agreement" to be executed by the Contractor, State and DRA member shall be in substantially the following form:

Form CEM 6206 Rev (04-06-07)

DISPUTE RESOLUTION ADVISOR AGREEMENT

(Contract Identification)

Contract No. _____

THIS DISPUTE RESOLUTION ADVISOR AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE,"

_____ hereinafter called the "CONTRACTOR," and _____, the Dispute Resolution Advisor, hereinafter called the "DRA." .

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the Special Provisions for the above referenced contract provides for the establishment and operation of the DRA to assist in resolving disputes; and

WHEREAS, the DRA is composed of one person, chosen by the CONTRACTOR and the STATE;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRA hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRA. The DRA is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRA shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRA shall perform the services necessary to participate in the DRA's actions as designated in Section III, Scope of Work.

SECTION II DRA QUALIFICATIONS

DRA shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Review Board Foundation. In addition, it is desirable for the DRA to have served on several State Dispute Review Boards (DRB).

No DRA shall have prior direct involvement in this contract. No DRA shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRAs and DRBs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRA shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

SECTION III SCOPE OF WORK

The Scope of Work of the DRA includes, but is not limited to, the following:

A. PROCEDURES

The DRA shall meet with the parties at the start of the project to establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRA established procedures shall only be implemented upon approval by the parties.

Subsequent meetings shall be held only to hear disputes between the parties.

The DRA shall not meet with, or discuss contract issues with individual parties.

State shall provide the DRA with the contract and all written correspondence regarding the dispute between the parties and, if available, the Contractor's supplemental notice of potential claim, and the Engineer's response to the supplemental notice of potential claim.

The parties shall not call the DRA who served on this contract as a witness in proceedings, which may arise from this contract.

The DRA shall have no claim against the STATE or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRA's opinions.

B. DISPUTE MEETING

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

If the CONTRACTOR requests a dispute meeting with the DRA, the Contractor must simultaneously notify the STATE. Upon being notified of the need for a dispute meeting, the DRA shall review and consider the dispute. The DRA shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

Only the STATE's Resident Engineer or Area Construction Engineer and the CONTRACTOR's or subcontractor's, if the dispute involves a subcontractor, Superintendent or Project Manager may present information at a dispute meeting. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

The DRA, with approval of the parties, may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the two parties as specified in an approved contract change order. The CONTRACTOR shall not be entitled to markups for the payments made for these services.

At the dispute meeting the DRA may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation.

However, the DRA shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRA questions and requests.

There shall be no testimony under oath or cross-examination, during DRA dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRA in conformance with the rules and regulations established at the first meeting between the DRA and parties. These established rules and regulations need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRA as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered.

1. TRADITIONAL DISPUTE MEETING:

The following procedure shall be used for the traditional dispute meeting:

a. Within 5 days, after receiving the STATE's written response to the CONTRACTOR's supplemental notice of potential claim, the CONTRACTOR shall refer the dispute to the DRA, if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRA, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRA what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.

b. The parties shall each be afforded an opportunity to be present and to be heard by the DRA, and to offer evidence. Either party furnishing written evidence or documentation to the DRA must furnish copies of such information to the other party a minimum of 10 days prior to the date the DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRA may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRA. The DRA shall not consider evidence not furnished in conformance with the terms specified herein.

c. Upon receipt by the DRA of a written referral of a dispute, the DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than 25 days after receipt of the written referral unless otherwise agreed to by all parties.

d. The DRA shall furnish a written report to both parties. The DRA may request clarifying information of either party within 5 days after the DRA dispute meeting. Requested information shall be submitted to the DRA within 5 days of the DRA request. The DRA shall complete its report and submit it to the parties within 10 days of the DRA dispute meeting, except that time extensions may be granted at the request of the DRA with the written concurrence of both parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRA as pertinent to the dispute, and the DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. The DRA's written opinion shall stand on its own, without attachments or appendices.

e. Within 10 days after receiving the DRA's report, both parties shall respond to the DRA in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRA's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRA recommendation. Immediately after responses have been received from both parties, the DRA shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRA's report from the DRA prior to responding to the report. The DRA shall consider any clarification request only if submitted within 5 days of receipt of the DRA's report, and if submitted simultaneously in writing to both the DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. The DRA shall respond, in writing, to requests for clarification within 5 days of receipt of such requests.

f. Either party may seek a reconsideration of the DRA's recommendation. The DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 10 day time limit specified for response to the DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.

g. If the parties are able to settle their dispute with the aid of the DRA's report, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 30 days of the acceptance by both parties of the settlement, either party may request the DRA to make a recommendation regarding compensation.

2. INFORMAL DISPUTE MEETING

An informal dispute meeting shall be convened, only if, the parties and the DRA agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

a. The parties shall furnish the DRA with one copy of pertinent documents requested by the DRA that are or may become necessary for the DRA to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRA.

b. After the dispute meeting has concluded; the DRA shall deliberate in private the same day, until a response to the parties is reached or as otherwise agreed to by the parties.

c. The DRA then verbally delivers its recommendation with findings to the parties.

d. After the recommendation is presented, the parties may ask for clarifications.

e. Occasionally the DRA on complex issues may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRA may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.

f. If the parties are able to settle their dispute with the aid of the DRA's opinion, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties.

g. The DRA will not be bound by its oral recommendation in the event that a dispute is later heard by the DRA in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relieve the parties of their responsibilities under Section 5-1.12, "Dispute Resolution Advisor," of the Special Provisions or Subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

SECTION IV TIME FOR BEGINNING AND COMPLETION

Once established, the DRA shall be in operation until the day the Director accepts the contract. The DRA shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE or as agreed to by the parties.

SECTION V PAYMENT

DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, either at the start of the project or for a dispute. A member serving on more than one State DRA or DRB, regardless the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for onsite time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRA is at an authorized DRA meeting. No additional compensation will be made for time spent by DRA to review and research activities outside the official DRA meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRA), has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The State will provide administrative services such as conference facilities to the DRA.

A. PAYMENT PROCESSING

CONTRACTOR shall make direct payments to DRA for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by the DRA, and technical services.

DRA may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRA until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

B. INSPECTION OF COSTS RECORDS

DRA and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VI ASSIGNMENT OF TASKS OF WORK

DRA shall not assign the work of this AGREEMENT.

SECTION VII TERMINATION OF A DRA MEMBER

DRA may resign after providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. The DRA may be terminated, by either party, for failing to fully comply at all times with all required employment or financial disclosure conditions of DRA membership in conformance with the terms of the contract and this AGREEMENT. Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and the DRA.

SECTION VIII LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRA in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRA from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRA.

SECTION IX CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRA, which documents and records are marked "Confidential - for use by the DRA only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRA findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records,

and all copies thereof, shall be returned to the parties who furnished them to the DRA. The parties understand that such documents shall not be discoverable, in accordance with Evidence Code sections 1115 et seq. and/or 1152.

SECTION X DISPUTES

Disputes between the parties arising out of the work or other terms of this AGREEMENT that cannot be resolved by negotiation and mutual concurrence between the parties or through the administrative process provided in the contract shall be resolved in a court of competent jurisdiction within the County of Tehama. Disputes between the DRA and the parties that cannot be resolved by negotiation and mutual concurrence shall be resolved in a court of competent jurisdiction within the County of Tehama.

SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including the DRA, deems it necessary to institute proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in a court of competent jurisdiction within the County of Tehama.

SECTION XII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRA in progress, except for private meetings or deliberations of the DRA.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIII CERTIFICATION OF CONTRACTOR, DRA, AND STATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRA

By: _____

Title: _____

CONTRACTOR

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Title: _____

Title: _____

For Reference Only- Not for the Purpose of Bidding

5.F-1.d DISPUTE REVIEW BOARD

Section 5.F-1.d, "Dispute Review Board," applies to a contract over \$10 million.

5-F. 1.d(i) General

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these Special Provisions. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this section shall be a prerequisite to filing a claim, filing for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function as specified herein until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished reports. No DRB dispute meetings shall take place later than 30 days prior to acceptance of contract. After acceptance of contract, disputes or potential claims which have followed the dispute resolution processes of the Standard Specifications and these Special Provisions, but have not been resolved, shall be stated or restated by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the adherence to and completion of the contractual administrative claims procedure, the Contractor may initiate litigation in a court of competent jurisdiction within the County of Tehama.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier potential claims not actionable against the Department as specified in these Special Provisions or quantification of disputes for overhead type expenses or costs. Disputes for overhead type expenses or costs shall conform to the requirements of Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

5-F. 1.d(ii) Selection Process, Disclosure and Appointments

The DRB shall consist of one member selected by the State and approved by the Contractor, one member selected by the Contractor and approved by the State, and a third member selected by the first 2 members and approved by both the State and the Contractor. The third member shall act as the DRB Chairperson.

DRB members shall be especially knowledgeable in the type of construction and contract documents potentially anticipated by the contract. DRB members shall discharge their responsibilities impartially as an independent body, considering the facts and circumstances related to the matters under consideration, pertinent provisions of the contract and applicable laws and regulations.

The State and the Contractor shall nominate and approve DRB members in conformance with the terms and conditions of the Dispute Review Board Agreement and these Special Provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB nominee along with the prospective member's complete written disclosure statement.

Disclosure statements shall include a resume of the prospective member's experience and a declaration statement describing past, present, anticipated, and planned relationships, including indirect relationships through the

prospective member's primary or full-time employer, to this project and with the parties involved in this construction contract, including but not limited to, relevant subcontractors or suppliers to the parties, parties' principals, or parties' counsel. DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the contract. Objections to nominees must be based on a specific breach or violation of nominee responsibilities or on nominee qualifications under these provisions unless otherwise specified. The Contractor or the State may, on a one-time basis, object to the other's nominee without specifying a reason and this person will not be selected for the DRB. Another person shall then be nominated within 15 days.

The first duty of the State and Contractor selected members of the DRB shall be to select and recommend a prospective third DRB member to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 15 days of the notification.

The first 2 DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in the selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

The third prospective DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 15 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 DRB members are unable to agree upon a recommendation within their 15 day time limit. In the event of an impasse in selection of third DRB member the State and the Contractor shall each propose 3 candidates for the third DRB member position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

- A. Compensation for services on this DRB.
- B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State.
- C. Service as a member of other Dispute Review Boards on other contracts.
- D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
- E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

The Contractor or the State may reject any of the 3 DRB members who fail to fully comply at all times with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and as specified herein. A copy of the Dispute Review Board Agreement is included in this section.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 15 days of the parties' concurrence in the selection of the third member. No DRB meeting shall take place until the Dispute Review Board Agreement has been signed by all parties. The State authorizes the Engineer to execute and administer the terms of the Agreement. The

person(s) designated by the Contractor as authorized to execute contract change orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

5-F. 1.d(iii) Compensation

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the Department, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These Special Provisions and the Dispute Review Board Agreement state the provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for the State's share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses. Regardless of the DRB recommendation, neither party shall be entitled to reimbursement of DRB costs from the other party.

5-F. 1.d(iv) Replacement of DRB Members

Service of a DRB member may be terminated at any time with not less than 15 days notice as follows:

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the State and Contractor appointed members for the removal of the third member.
- D. Upon resignation of a member.
- E. The State or Contractor may terminate the service of any member who fails to fully comply with all required employment and financial disclosure conditions of DRB membership.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the 2 parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

5-F. 1.d(v) Operation

The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these Special Provisions, including the provision of applicable cost

documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these Special Provisions.

- B. The Engineer will respond, in writing, to the Contractor's written supplemental notice of potential claim within 20 days of receipt of the notice.
- C. Within 15 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
- D. Following an objection to the Engineer's written response, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written response from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- E. By failing to submit the written notice of referral to the DRB, within 21 days after receipt of the Engineer's written response to the supplemental notice of potential claim, the Contractor waives future claims and litigation on the matter in contention.
- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.
- G. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties. The DRB shall determine the time and location of the DRB dispute meeting, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of a timely hearing of the dispute.
- H. [Omitted.]
- I. [Omitted.]
- J. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB may request clarifying information of either party within 10 days after the DRB dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request. The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the DRB dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, pertinent provisions of the contract, applicable laws and regulations, and actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute and, if appropriate, recommend guidelines for determining compensation.
- K. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall

consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.

L. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.

M. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

N. The State or the Contractor shall not call DRB members who served on the DRB for this contract as witnesses in proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent proceedings, except the DRB's final written reports on each issue brought before it.

O. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

P. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

Disputes Involving Subcontractor Potential Claims

For purposes of this section, a "subcontractor potential claim" shall include any potential claim by a subcontractor (including also any pass through potential claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor potential claim, the dispute shall be processed and resolved in conformance with these Special Provisions and in conformance with the following:

A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor potential claim or potential claims.

B. The Contractor shall include, as part of its submission pursuant to Step D above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor potential claim. The Contractor shall submit a certification that the subcontractor potential claim is acknowledged and forwarded by the Contractor. The form for these certifications is available from the Engineer.

C. At DRB dispute meetings involving one or more subcontractor potential claims, the Contractor shall require that each subcontractor involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the subcontractor potential claim to assist in presenting the subcontractor potential claim and to answer questions raised by the DRB members or the Department's representatives.

D. Failure by the Contractor to declare a subcontractor potential claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through potential claims) at the time of submission of the Contractor's potential claims, as provided hereunder, shall constitute a release of the State by the Contractor of such subcontractor potential claim.

E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor potential claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution

specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor potential claims; (c) agree that, to the extent a subcontractor potential claim is involved, completion of all steps required under these Dispute Review Board Special Provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor potential claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor potential claims between the subcontractor(s) or supplier(s) and the Contractor that are not actionable by the Contractor against the Department.

For Reference Only- Not for the Purpose of Bidding

5-F. 1.d(vi) Dispute Review Board Agreement

The "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract shall be in substantially the following form:

Form 6202 Rev (09/01/02)

DISPUTE REVIEW BOARD AGREEMENT

(Contract Identification)

Contract No. _____

THIS DISPUTE REVIEW BOARD AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," _____ hereinafter called the "CONTRACTOR," and the Dispute Review Board, hereinafter called the "DRB" consisting of the following members:

_____,
(Contractor Appointee)

_____,
(State Appointee)

and _____
(Third Person)

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the Special Provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

SECTION II SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. OBJECTIVE

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute that is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on facts and circumstances involved in the dispute, pertinent contract provisions, applicable laws and regulations. The recommendations shall find one responsible party in a dispute;

shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and potential claims.

The STATE's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

D. DRB CONSIDERATION AND HANDLING OF DISPUTES

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral, unless otherwise agreed to by all parties. The DRB shall determine the time and location of DRB dispute meetings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. No dispute meetings shall take place later than 30 days prior to acceptance of contract. Normally, dispute meetings shall be conducted at or near the project site. However, any location that would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory. Both parties shall be given the opportunity to present their evidence at these dispute meetings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, applicable laws and regulations, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the dispute meeting begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB dispute meetings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute meetings and all other DRB activities. The parties shall have a representative at all dispute meetings. Failure to attend a duly noticed dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members shall ask questions, seek clarification, and request further data from either of the parties as may be necessary to assist in making a fully informed recommendation. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. In large or complex cases, additional dispute meetings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute meetings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the Special Provisions.

E. DRB MEMBER REPLACEMENT

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 15 days. This AGREEMENT shall be amended to indicate change in DRB membership.

SECTION III CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents that are or may become necessary for the DRB to perform their function. Pertinent documents are written notices of potential claim, responses to those notices, drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the Special Provisions.

SECTION IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. CONTRACT RELATED DOCUMENTS

The STATE will furnish to each DRB member one copy of Notice to Bidders and Special Provisions, Bid and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

B. COORDINATION AND SERVICES

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

SECTION V TIME FOR BEGINNING AND COMPLETION

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

SECTION VI PAYMENT

A. ALL INCLUSIVE RATE PAYMENT

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the State, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. PAYMENTS

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

C. INSPECTION OF COSTS RECORDS

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VII ASSIGNMENT OF TASKS OF WORK

The DRB members shall not assign the work of this AGREEMENT.

SECTION VIII TERMINATION OF DRB MEMBERS

DRB members may resign from the DRB by providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power or by either party, for failing to fully comply at all times with all required employment and financial disclosure conditions of DRB membership in conformance with the terms of the contract.

SECTION IX LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

SECTION X CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. The parties understand that such documents shall not be discoverable, in accordance with Evidence Code sections 1115 et seq. and/or 1152.

SECTION XI DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved in a court of competent jurisdiction within the County of Tehama.

SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including an individual member of the DRB, deems it necessary to institute proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in a court of competent jurisdiction within the County of Tehama.

SECTION XIII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

DRB MEMBER

By: _____

By: _____

Title: _____

Title : _____

DRB MEMBER

By : _____

Title : _____

CONTRACTOR

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Title: _____

Title: _____

END OF SECTION

For Reference Only- Not for the Purpose of Bidding

SECTION 6 CONTROL OF MATERIALS

6.A GENERAL

The bidder's attention is directed to the provisions in Section 6 "Control of Materials" of the Standard Specifications and these Special Provisions.

6.B AUTHORIZED MATERIALS LIST

The Department adopts Caltrans's maintained Pre-Qualified Products List (Authorized Materials List) for various construction materials, and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/

Materials may be used or specified to be on this maintained list. The Engineer shall not be precluded from sampling and testing products on the Pre-Qualified Products List.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for each type of material supplied that applies to this list.

For those categories of materials included on the Pre-Qualified Products List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the Pre-Qualified Products List if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

6.C QUALITY ASSURANCE

The eighth paragraph of Section 6-3.05A "General" of the Quality Assurance subsection of the Standard Specifications which refers to typical Caltrans Test Methods shall be replaced with:

For a material to comply with a property show in the following table, the Department tests under the corresponding test methods shown:

Table 1: Typical Test Methods

PROPERTY	TEST METHOD
Relative Compaction	ASTM D2922 and D3017
Sand Equivalent	CT 217
Resistance (R-Value)	CT 301
Grading (sieve analysis)	CT 202
Durability Index	CT 229

END OF SECTION

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7.A GENERAL

Attention is directed to the provisions in Section 7, “Legal Relations and Responsibility to the Public” of the Standard Specifications and these Special Provisions.

7.B CERTIFIED PAYROLL RECORDS

Electronic submittal of certified payroll records in Section 7-1.02K(3) “Certified Payroll Records” of the Standard Specifications are amended to delete electronic (email) submittal provisions. Electronic submittals of certified payroll records will not be accepted. Submittals shall be original hard copies of required documents. Submittal of payroll records shall continue to be submitted on a weekly basis as specified in the Standard Specifications.

7.C PUBLIC SAFETY

Refer to Section 7-1.04, “Public Safety” of the Standard Specifications are amended so that all work related to covering, maintaining and removing sign covers on all signs shall not be change order work, but shall be included in the contract price paid for various bid items and no additional compensation will be allowed therefor.

7.D INDEMNIFICATION - GENERAL

The provisions of Section 7-1.05A, “General” of the Standard Specifications shall be changed to read as follows:

You must defend, indemnify, and save harmless the County of Tehama, including its officers, employees, and agents (excluding agents who are design professionals), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.05 “Claims”) arising out of or in connection with your performance of this Contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of you, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of you or anyone directly or indirectly employed by you or anyone for whose acts you may be liable.

You must, at your own expense, defend any suit or action founded upon a claim of the foregoing.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the County. You are not obligated to indemnify the County for Claims arising from conduct delineated in Civil Code § 2782 and for Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires you to maintain existing highway facilities and the Claim arises from your failure to maintain. Your defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by you that occurred during the course of the work. Any inspection of the work by the Department is not a waiver of full compliance with these requirements.

Your obligation to defend and indemnify is not excused because of your inability to evaluate liability or because you evaluate liability and determine that you are not liable. You must respond within 30 days to the tender of any Claim for defense and indemnity by the County, unless this time has been extended by the County. If you fail to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the County reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against you, you waive all rights of any type to express or implied indemnity against the County, its officers, employees, or agents (excluding agents who are design professionals).

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

7.E INSURANCE

Attention is directed to the provisions in Section 7-1.06 “Insurance” and Section 7-1.06F “Policy Forms, Endorsements, and Certificates” of the Standard Specifications and the supplementary provisions herewithin.

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include **“Tehama County, its elected officials, officers, employees and volunteers”** as an additional insured.

The certificate holder shall be “County of Tehama.”

END OF SECTION

For Reference Only- Not for the Purpose of Bidding

SECTION 8 PROSECUTION AND PROGRESS

8.A GENERAL

Attention is directed to the provisions in Section 8, "Prosecution and Progress" of the Standard Specifications and these Special Provisions.

8.B SCHEDULE

Contractor shall adhere to "Level 1 Critical Path Method Schedule" provisions in Section 8-1.02B of the Standard Specifications.

8.C PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference. You may start work before the preconstruction conference.

Be prepared to discuss the topics and documents shown in the following table:

Table 2: Preconstruction Topic Table

TOPICS	DOCUMENT OR DESCRIPTION
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	Notice of Materials to be Used
Materials on hand	Request for Payment for Materials on Hand
Measurements	--
Landscape Materials	Material changes
Quality control	QC plans and protocol
Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days
Subcontracting	Subcontracting Request
Surveying	Survey Request
Utility work	Locating, potholing, timing of work
Project Limits/ Adjacent Properties	--
Water pollution control	SWPPP or WPCP
Work restrictions	PLACs (Permits, License, Approvals, and Certificates)
Action submittals	--

8.D BEGINNING OF WORK

Work shall commence in accordance to Section 8-1.04B "Standard Start" of the Standard Specifications, with the first paragraph of this section is amended to read:

Start job site activities within 15 calendar days of the issuance of a Notice to Proceed.

All contract documents must be satisfactorily executed as described in Section 3.D , "Contract Execution" prior to the issuance of the Notice to Proceed.

8.E TIME

This work shall be diligently prosecuted to completion before the expiration of **75** working days after the timeframe provided in Section 8.D , "Beginning of Work".

Replace the 2nd paragraph of section 8-1.05 with:

Complete the work within the Contract time.

8.F SUSPENSIONS

Refer to Section 8-1.06, "Suspensions" of the Standard Specifications.

Replace section 8-1.06 in its entirety with:

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified under sections 7-1.03 and 7-1.04. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered.

8.G DELAYS

Refer to Section 8-1.07, "Delays" of the Standard Specifications. Replace the 1st sentence in the 1st paragraph of section 8-1.07B with:

For a critical delay, the Department may make a time adjustment.

Add to the end of section 8-1.07C:

The Department does not make a payment adjustment for overhead incurred during non-working days that extend the Contract into an additional construction season.

Replace the 1st paragraph of section 8-1.07C with:

For an excusable delay that affects your costs, the Department may make a payment adjustment.

8.H LIQUIDATED DAMAGES

The provisions of Section 8-1.10A, "General" of the Standard Specifications shall be changed to read as follows:

The Contractor shall pay to the County of Tehama the sum of **Fifteen Hundred Dollars (\$1,500) per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C. The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

END OF SECTION

SECTION 9 PAYMENT

9.A GENERAL

Attention is directed to the provisions in Section 9, "Payment" of the Standard Specifications and these Special Provisions.

9.B PAYMENT SCOPE

Attention is directed to the provisions in Section 9-1.03 "Payment Scope" of the Standard Specifications, and the following amendments:

Replace item 1 in the 3rd paragraph of section 9-1.03 which describes payments with:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item.

9.C FORCE ACCOUNT

Attention is directed to the provisions in Section 9-1.04A "Force Account" of the Standard Specifications, and the following amendments:

Replace "in" in the 3rd paragraph of section 9-1.04A with:

for

9.D PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

Attention is directed to the provisions in Section 9-1.07 of the Standard Specifications for payment adjustments, and the following amendments.

Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.

Replace the formula in section 9-1.07B(2) with:

$$Qh = HMATT \times Xa$$

Replace "weight of dry aggregate" in the definition of the variable Xa in section 9-1.07B(2) with:
total weight of HMA

Replace the formula in section 9-1.07B(3) with:

$$Qrh = RHMATT \times 0.80 \times Xarb$$

Replace "weight of dry aggregate" in the definition of the variable Xarb in section 9-1.07B(3) with:
total weight of rubberized HMA

Replace the heading of section 9-1.07B(4) with:

Hot Mix Asphalt with Modified Asphalt Binder

Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):

HMA with

Replace the formula in section 9-1.07B(4) with:

$$Qmh = MHMATT \times [(100 - Xam) / 100] \times Xmab$$

Replace "weight of dry aggregate" in the definition of the variable Xmab in section 9-1.07B(4) with:
total weight of HMA

Replace the formula in section 9-1.07B(5) with:

$$Qrap = HMATT \times Xaa$$

Replace "weight of dry aggregate" in the definitions of the variables Xaa and Xta in section 9-1.07B(5) with:

total weight of HMA

Add after the variable definitions in section 9-1.07B(9):

The quantity of extender oil is included in the quantity of asphalt.

9.E PROGRESS PAYMENTS

In addition to the provisions in Section 9-1.16A "General" in the Standard Specifications, "Retention" is additionally reflected in progress payments.

9.E-1 MOBILIZATION

Attention is directed to Section 9-1.16D "Mobilization" of the Standard Specifications and is amended to include the provisions in this Section.

The Department makes partial payments for Mobilization costs shall adhere to Public Contract Code § 10264 as follows and not to exceed the following:

- When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.

- When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

The adjustment provisions in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications and the retention of payment provisions in Section 9.E-2 “Retention” shall not apply to the contract lump sum item of mobilization.

When other contract bid item(s) are adjusted as provided in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications, if the costs applicable to an item of work include mobilization costs, those mobilization costs will be deemed to have been recovered by the Contractor by the payments made for mobilization, and will be excluded from consideration in determining compensation under said Section 4-1.05.

If the Contract does not include a mobilization bid item, mobilization is included in the payment of the various bid items involved.

9.E-2 RETENTION

Section 9-1.16F “Retentions” of the Standard Specifications is replaced with the following:

Pursuant to Public Contract Code § 7201, the County shall retain **five percent (5%)** of Progress Payments as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provision of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

9.F PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9.G PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9.H QUANTITIES OF AGGREGATE AND OTHER ROADWAY MATERIALS

Attention is directed to Section 9-1.02D “Quantities of Aggregate and Other Roadway Materials” of the Standard Specifications. This section will not be used unless the Engineer deems necessary to determine water weight of material.

9.I ARBITRATION

Section 9-1.22 “Arbitration” of the Standard Specifications is deleted in its entirety. All unresolved claims shall be resolved in a court of competent jurisdiction located in the County of Tehama. Any reference in the Standard Specifications to arbitration shall be deemed to refer to such litigation in a court of competent jurisdiction

END OF SECTION

SECTION 10 GENERAL

10.A TRANSIT SHELTERS

All transit shelters have been purchased by the County. The Contractor shall pickup, deliver and install shelters for each project site. Contact Adam Hanson at (530)385-1462 a minimum of 24 hours in advance to coordinate pickup.

10.A-1 TYPE 1 SHELTERS

Assembly of type 1 shelters are required and shall be done in accordance with the manufacturers specifications provided in Attachment 1 (included with this Bid Book).

Twenty-four (24) type 1 shelters are stored at:

Tehama County Transit Facility, 1509 Schwab Street, Red Bluff.

One (1) type 1 shelter is stored at:

Tehama County Maintenance Yard, 9380 San Benito Ave, Geber.

10.A-2 TYPE 2 SHELTERS

All type 2 shelters are pre-assembled and shall be installed as shown on plans. All type 2 shelters are stored at: **City of Red Bluff Corp Yard, 1015 Kimbal Rd, Red Bluff.**

END OF SECTION

SECTION 12 TEMPORARY TRAFFIC CONTROL

Attention is directed to Section 12 “Temporary Traffic Control” of the Standard Specifications.

Payment for temporary traffic control is included in the lump sum cost for construction of each site.

END OF SECTION

SECTION 13 WATER POLLUTION CONTROL

Attention is directed to Section 13 “Water Pollution Control” of the Standard Specifications.

END OF SECTION

SECTION 14 ENVIRONMENTAL STEWARDSHIP

Attention is directed to Section 14 “Environmental Stewardship” of the Standard Specifications..

END OF SECTION

SECTION 15 EXISTING FACILITIES

Refer to Section 15 “Existing Facilities” of the Standard Specifications.

15.A RELOCATE LANDSCAPE IRRIGATION

Attention is directed to 15-2.09D “Relocate Irrigation Facilities” of the Standard Specifications.

The contractor shall confirm the presence and extent of landscape irrigation to be relocated at each project site. If an irrigation system is present within or adjacent to the construction footprint, the Contractor shall relocate and test the system to ensure that structures and paved surfaces, new or existing, are not subject to spray.

The contractor shall confirm that all landscaped area around the construction footprint meets the same irrigation coverage prior to construction.

The contractor will be responsible for the replacement plant material and irrigation repairs if the system is found to be inadequate.

15.B REMOVE PAVEMENT

Remove existing concrete or asphalt pavement as shown. The contractor shall own removed material. Provide straight sawcut edges where new concrete is to abut existing pavement surfaces.

15.C REMOVE SIGN

Remove existing signs as shown on plans. Sign removal includes complete removal of pole and footing. Backfill footing void with soil material free of rocks or other debris. Signs shall be removed for reuse as shown on plans. Poles embedded in pavement surfaces shall be sawcut flush to finish grade and filled with grout.

15.D REMOVE BENCH

Remove existing benches as directed on plans and deliver to: **Tehama County Transit Facility, 1509 Schwab Street, Red Bluff**. Contact Adam Hanson at (530)385-1462 a minimum of 24 hours in advance to coordinate drop off.

15.A REMOVE EXISTING SHELTER

Existing shelters to be removed shall be return to: **Tehama County Transit Facility, 1509 Schwab Street, Red Bluff**. Contact Adam Hanson at (530)385-1462 a minimum of 24 hours in advance to coordinate drop off. The Contractor shall take precautions to not damage shelters during the removal or transport. Contact Adam Hanson at (530)385-1462 a minimum of 24 hours in advance to coordinate drop off.

END OF SECTION

SECTION 16 CLEARING AND GRUBBING

Refer to Section 16, “Clearing and Grubbing” of the Standard Specifications.

END OF SECTION

SECTION 19 EARTHWORK

19.A GENERAL

Refer to Section 19, “Earthwork” of the Standard Specifications.

END OF SECTION

SECTION 26 AGGREGATE BASES

Refer to Section 26, “Aggregate Bases” of the Standard Specifications. Section 26-1.04 “Payment” of the Standard Specifications is deleted.

26.A MATERIALS

Aggregate base shall be Class 2, 3/4 inch maximum gradation.

END OF SECTION

SECTION 39 HOT MIX ASPHALT

Refer to Section 39, "Hot Mix Asphalt" of the Standard Specifications. Section 39-6 "Payment" of the Standard Specifications is deleted.

39.A MINOR HOT MIX ASPHALT

Attention is directed to Section 39-1.15 "Minor Hot Mix Asphalt" of the standard specifications. As needed, the Contractor may use minor HMA for replacing existing asphalt surfacing removed during construction of new facilities.

END OF SECTION

SECTION 40 CONCRETE PAVEMENT

Refer to Section 40, "Concrete Pavement" of the Standard Specifications. Section 40-1.04 "Payment" of the Standard Specifications is deleted.

END OF SECTION

SECTION 73 CONCRETE CURBS AND RAMPS

Refer to Section 73, "Concrete Curbs and Ramps" of the Standard Specifications. Section 73-1.04 "Payment" of the Standard Specifications is deleted.

END OF SECTION

SECTION 90 CONCRETE

Refer to Section 90, "Concrete" of the Standard Specifications.

90.A MINOR CONCRETE

Attention is directed to Section 90-2 "Minor Concrete" of the Standard Specifications.

90.B INTEGRAL COLOR

Add "Lamp Black" integral coloring agent at a rate of one pound per cubic yard of concrete for all concrete applications.

END OF SECTION

END OF SPECIAL PROVISIONS

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(Because some colored inks will not reproduce in copy machines, please use **black ink** to complete this Bid.)

(DO NOT DETACH)

BID TO THE COUNTY OF TEHAMA

DEPARTMENT OF PUBLIC WORKS

COUNTY PROJECT #: 973037

NAME OF BIDDER

BUSINESS P.O. BOX

CITY, STATE, ZIP

BUSINESS STREET ADDRESS

(Please include even if P.O. Box used)

CITY, STATE, ZIP

TELEPHONE NO: **AREA CODE ()**

FAX NO: **AREA CODE ()**

CONTRACTOR LICENSE NO.

The work for which this Bid is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications dated 2010 and the Standard Plans for Construction dated 2010 of the California Department of Transportation, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The Special Provisions for the work to be done are dated 2/17/2015 and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, BID DOCUMENTS, AND CONTRACT
FOR CONSTRUCTION ON:**

TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

LOCATIONS THROUGHOUT TEHAMA COUNTY, CALIFORNIA

COUNTY PROJECT #: 973037

The project plans for the work to be done were approved 1/21/2015 and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS FOR:**

TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

COUNTY PROJECT #: 973037

The contract, if awarded, will be awarded to the responsive and responsible bidder who submitted the lowest BASE BID

Each bid shall be accompanied by a certified or cashier's check or bid bond in the amount of ten percent (10%) of the total BASE BID price, payable to the County of Tehama.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the County of Tehama's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Tehama, and that discretion will be exercised in the manner deemed by the County of Tehama to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Tehama respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this Bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the section entitled "Contract Bonds", in Section 3 of the Special Provisions, with surety satisfactory to the County of Tehama, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Tehama that the contract has been awarded, the County of Tehama may, at its option, determine that the bidder has abandoned the contract, and thereupon this Bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the County of Tehama.

The undersigned, as bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this Bid is accepted, that he will contract with the County of Tehama, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID ITEM LIST

Item No.	Item Description	Unit Meas.	Quantity	Amount
1	SITE 1- CASA RAMOS	LS	1	
2	SITE 2- DOUGLAS ST @ JOHNSON ST	LS	1	
3	SITE 3- VINEYARD CHRISTIAN FELLOWSHIP	LS	1	
4	SITE 4- RED BLUFF CITY OFFICE	LS	1	
5	SITE 5- ANTELOPE BLVD @ RIO ST	LS	1	
6	SITE 6- VILLA COLUMBIA APARTMENTS	LS	1	
7	SITE 7- JACKSON ST @ MUSICK AVE	LS	1	
8	SITE 8- CHEVRON GAS STATION	LS	1	
9	SITE 9- GREENVILLE RANCHERIA	LS	1	
10	SITE 10- VISTA WAY @ HORNBECK	LS	1	
11	SITE 11- FOOD MAXX	LS	1	
12	SITE 12- RED BLUFF APARTMENTS	LS	1	
13	SITE 13- CABERNET APARTMENTS	LS	1	
14	SITE 14- DOLLAR GENERAL	LS	1	
15	SITE 15- RED BLUFF FAIRGROUNDS	LS	1	
16	SITE 16- FRONTIER VILLAGE APARTMENTS	LS	1	
17	SITE 17- SUNSHINE MARKET	LS	1	
18	SITE 18- JILL'S MARKET	LS	1	
19	SITE 19- MILL CREEK SHOPPING CENTER	LS	1	
20	SITE 20- SB 99E @ TEHAMA VINA	LS	1	
21	SITE 21- C ST @ 3RD ST, CITY OF TEHAMA	LS	1	
22	SITE 22- GERBER MARKET	LS	1	
23	SITE 23- SB 99W IN PROBERTA	LS	1	
24	SITE 24- SAFEWAY ON SB EDITH AVE	LS	1	
25	SITE 25- US BANK ON EB SOLANO ST	LS	1	
26	SITE 26- DOLLAR TREE WB SOLANO ST	LS	1	
27	SITE 27- SHELL GAS STATION	LS	1	

BID TOTAL: _____

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For Reference Only- Not for the Purpose of Bidding

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

The bidder____, proposed subcontractor____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space. Provide additional pages as needed.

PUBLIC CONTRACT CODE 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(TITLE 23 UNITED STATES CODE SECTION 112 AND PUBLIC CONTRACT CODE SECTION 7106)

TO THE COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID SIGNATURE PAGE

Accompanying this Bid is _____ in amount equal to at least ten percent (10%) of the total of the bid.

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK","CERTIFIED CHECK", OR "BIDDER'S BOND," AS THE CASE MAY BE.)

The names of all persons interested in the foregoing Bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA –

This Bid is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this Bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address: _____

Place of Business: _____

Place of Residence: _____

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____ as Principal, and
_____ as Surety are bound unto the County of Tehama,
State of California, hereafter called "County", in the penal sum of ten percent (10%) of the total amount of
the bid of the Principal above named, submitted by said Principal to the County for the work described
below, for the payment of which sum in lawful money of the United States, well and truly to be made, we
bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS the Principal is submitting a bid to the County for certain construction specifically described
as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS
FOR CONSTRUCTION ON:**

TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

LOCATIONS THROUGHOUT TEHAMA COUNTY, CALIFORNIA

COUNTY PROJECT # 973037

for which bids are to be opened at the County Department of Public Works office, in Gerber, California, at
3:00PM, (PST) on 3/18/15.

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

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay
all costs incurred by the County in such suit, including attorney's fee to be fixed by the Court.

Dated: _____, 20____

(SEAL)

Bidder

By:

Principal

Surety

By:

Attorney-in-fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SS

On this _____ day of _____ in the year 20____ before
me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

OWNER-CONTRACTOR AGREEMENT

COUNTY PROJECT No.: 973037

ROAD AGREEMENT #: _____

THIS AGREEMENT, made and concluded, in triplicate, on _____ between the County of Tehama, hereinafter called "County", and _____, hereinafter called "Contractor".

ARTICLE I.-- The Contractor agrees to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with all applicable state, county, and municipal laws, codes, and regulations, the work described in the Contract Documents. The work shall be done and the materials furnished in accordance with the Special Provisions and Project Plans described below, including any addenda thereto, and also in accordance with the Standard Specifications for Construction dated May 2010 and the Standard Plans for Construction, dated 2010 of the California Department of Transportation and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are dated 2/17/2015 and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND BID DOCUMENTS,
FOR CONSTRUCTION ON:**

TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

LOCATIONS THROUGHOUT TEHAMA COUNTY, CALIFORNIA

COUNTY PROJECT #: **973037**

The project plans for the work to be done were approved 1/21/2015 and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS FOR**

TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

COUNTY PROJECT #: **973037**

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

BID ITEM LIST

Bid Item List Completed
at Award of Contract
For Reference Only- Not for the Purpose of Bidding

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For Reference Only- Not for the Purpose of Bidding

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands the year and date first above written

COUNTY OF TEHAMA
STATE OF CALIFORNIA

(SEAL)

Chairperson
Board of Supervisors

Date

CONTRACTOR

(SEAL)

Signature

Name

Title

Date

Licensed in accordance with and providing for the registration of contractors:

License No.:

Federal ID No.

DUNS Number (if applicable):

Approved as to Form:

Tehama County Counsel

Date

2-13-15

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
PAYMENT BOND

(PAYMENT BOND TO ACCOMPANY CONTRACT) (SECTION 3247, CIVIL CODE)

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, The County of Tehama, has awarded to _____ as Contractor, a contract for the work described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS
FOR CONSTRUCTION ON:**

TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

LOCATIONS THROUGHOUT TEHAMA COUNTY, CALIFORNIA

COUNTY PROJECT #: 973037

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the bid amount, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the County of Tehama in the sum of

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, his or its heirs, executors, administrators, successors or assigns, or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

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

Dated: _____, 20_____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20____ before me _____, personally appeared _____, personally known to me (or proved to me *Attorney-in-fact*

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

Notary Public

For Reference Only- Not for the Purpose of Bidding

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(PERFORMANCE BOND TO ACCOMPANY CONTRACT)

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The County of Tehama has awarded _____ as Contractor, a contract for the work described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS
FOR CONSTRUCTION ON:**

TEHAMA COUNTY BUS SHELTER INSTALLATION PROJECT

LOCATIONS THROUGHOUT TEHAMA COUNTY, CALIFORNIA

COUNTY PROJECT #: 973037

WHEREAS, The Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the bid amount, guaranteeing the faithful performance thereof:

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the County of Tehama in the sum of _____ to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Tehama, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

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

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____,

A notary public in and for the City / County of _____ personally appeared _____, Known to me to be the person whose

Attorney-in-fact

name is subscribed to this instrument as the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

Notary Public

For Reference Only- Not for the Purpose of Bidding

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For Reference Only- Not for the Purpose of Bidding

Attachment 'A' Manufacturers Assembly and Installation Instructions

For Reference Only- Not for the Purpose of Bidding



DURABILITY WITH DISTINCTION

**INSTALLATION
INSTRUCTIONS
FOR**

**13' NON-AD BUS STOP SHELTER
WITH PERFORATED METAL PANELS
OPTIONAL FEATURES:
2 TRASH RECEPTACLE, MAP CASE & BENCH**

TOLAR MANUFACTURING COMPANY INC.

TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING
258 Mariah Circle, Corona, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | www.tolarmfg.com

ANCHORING INSTRUCTIONS AND SPECIFICATION TABLE

Mechanical Anchoring Systems

4.3.4 Kwik Bolt TZ Expansion Anchor

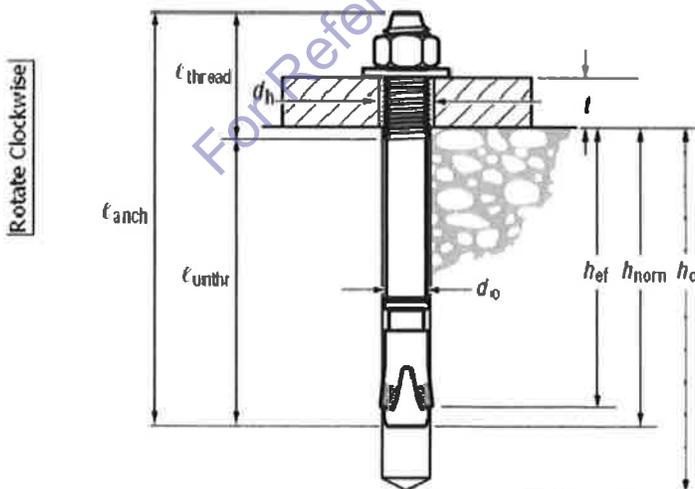
4.3.4.3 Technical Data

Table 1 — Kwik Bolt TZ Specification Table

SETTING INFORMATION	Symbol	Units	Nominal anchor diameter (in.)													
			3/8		1/2		5/8		3/4							
Anchor O.D.	d_o	In. (mm)	0.375 (9.5)		0.5 (12.7)		0.625 (15.9)		0.75 (19.1)							
Nominal DI diameter	d_{bit}	In.	3/8		1/2		5/8		3/4							
Effective min. embedment	h_{ef}	In. (mm)	2 (51)	2 (51)	3-1/4 (83)	3-1/8 (79)	4 (102)	3-3/4 (95)	4-3/4 (121)							
Min. hole depth	h_o	In. (mm)	2-5/8 (67)		4 (102)		3-3/4 (95)		4-5/8 (117)							
Min. thickness of fixture ¹	t_{min}	In. (mm)	1/4 (6)	3/4 (19)	1/4 (6)	3/8 (9)	3/4 (19)	1/8 (3)	1-5/8 (41)							
Max. thickness of fixture	t_{max}	In. (mm)	2-1/4 (57)		4 (101)	2-3/4 (70)		5-5/8 (143)		4-3/4 (121)						
Installation torque	T_{inst}	ft-lb (Nm)	25 (34)		40 (54)		60 (81)		110 (149)							
Min. dia. of hole in fixture	d_h	In. (mm)	7/16 (11.1)		9/16 (14.3)		11/16 (17.5)		13/16 (20.6)							
Available anchor lengths	l_{anch}	In. (mm)	3 (76)	3-3/4 (95)	5 (127)	3-3/4 (95)	4-1/2 (114)	5-1/2 (140)	7 (178)	4-3/4 (121)	6 (152)	8-1/2 (216)	10 (254)	5-1/2 (140)	8 (203)	10 (254)
Threaded length including dog point	l_{thread}	In. (mm)	7/8 (22)	1-5/8 (41)	2-7/8 (73)	1-5/8 (41)	2-3/8 (60)	3-3/8 (86)	4-7/8 (125)	1-1/2 (38)	2-3/4 (70)	5-1/4 (133)	6-3/4 (171)	1-1/2 (38)	4 (102)	6 (152)
Unthreaded length	l_{unthr}	In. (mm)	2-1/8 (54)		2-1/8 (54)		3-1/4 (83)		4 (102)							
Installation embedment	h_{nom}	In. (mm)	2-1/4 (57)		2-3/8 (60)		3-5/8 (92)		4-1/2 (114)		4-3/8 (111)		5-3/8 (137)			

¹ The minimum thickness of the fastened part is based on use of the anchor at minimum embedment and is controlled by the length of thread. If a thinner fastening thickness is required, increase the anchor embedment to suit.

Figure 1 — Kwik Bolt TZ installed



ROOF PANEL INSTALLATION

- 1. Place the 1/8" thick aluminum panel over the bows of the roof. Install edges into grooves as shown in Fig 1(Page 5). There should be a 1/2" gap between panels .**
- 2. See Fig 2(Page 6). Place the battens with the two rubber bulb seals over the center joints. The battens should contact each other firmly at the roof peak. Use the TEKS screw #14 x 1 1/2"(3 per batten) to secure the batten to the roof bow. The TEKS screw is self-drilling and tapping. A 3/8" nut driver with suitable power tool should be used.**
- 3. See Figure 3(Page 7). Place the battens with the two rubber bulb seals flush to the end of the roof bow and with one bulb on top of the 1/4" square bead. Use 3 of the TEKS screws per each of these battens.**
- 4. Press the finishing plugs into the battens after the screws are installed.**

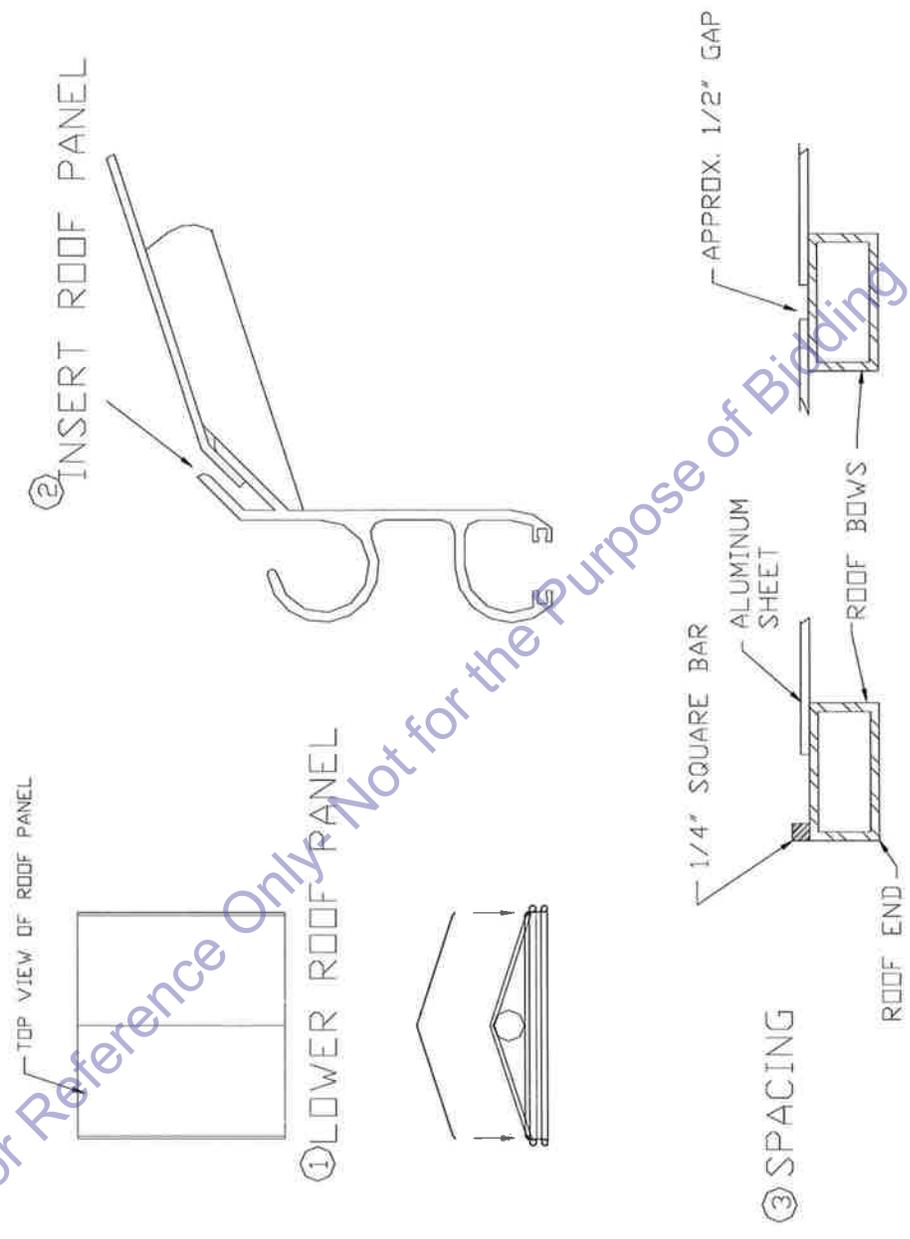
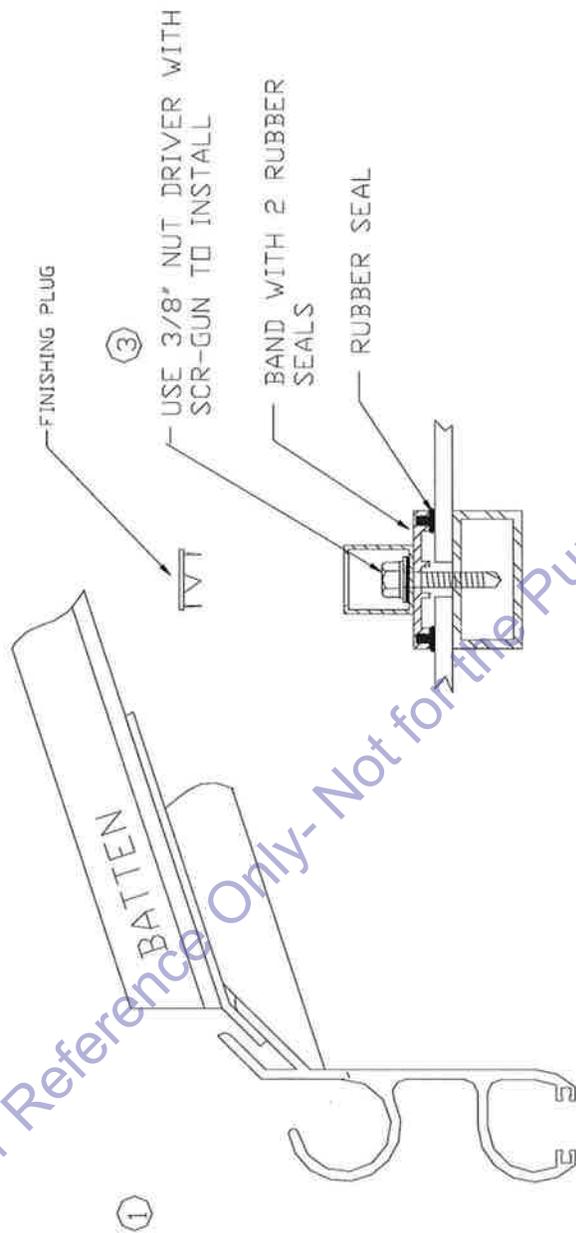


FIG 1

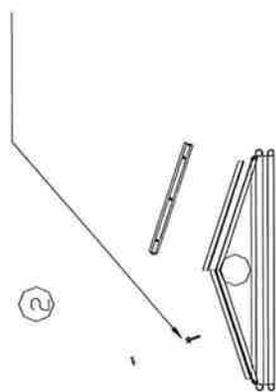
For Reference Only Not for the Purpose of Bidding



TEKS (SELF DRILLING) SHEET METAL SCREW (SUPPLIED)
 -HAS A HEX HEAD WITH NEOPRENE WASHER FLANGE
 #14 X 1 1/4" THREE PER BATTEN

PROCEDURE:

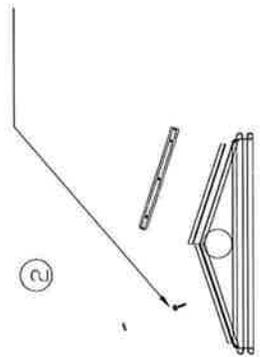
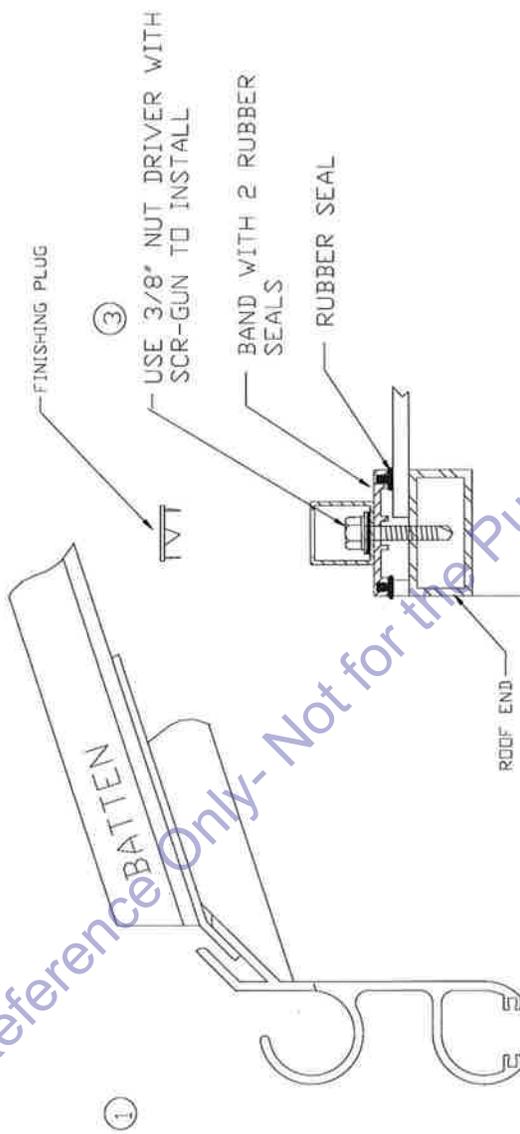
1. INSTALL THREE SCREWS PER BATTEN
2. INSTALL BATTENS WITH SCREWS
3. SNAP IN METAL FINISHING PLUG.



INSTALL BATTENS
 AT 2 CENTER
 JOINTS

FIG 2

For Reference Only - Not for the Purpose of Bidding



TEK(S(ELF DRILLING) SHEET METAL SCREW(SUPPLIED)
 -HAS A HEX HEAD WITH NEOPRENE WASHER FLANGE
 #14 X 1 1/4" THREE PER BATTEN

PROCEDURE:
 1. INSTALL THREE SCREWS PER BATTEN
 2. INSTALL BATTENS WITH SCREWS
 3. SNAP IN METAL FINISHING PLUG.

FINISHING PLUG

③

USE 3/8" NUT DRIVER WITH SCR-GUN TO INSTALL

BAND WITH 2 RUBBER SEALS

RUBBER SEAL

ROOF END

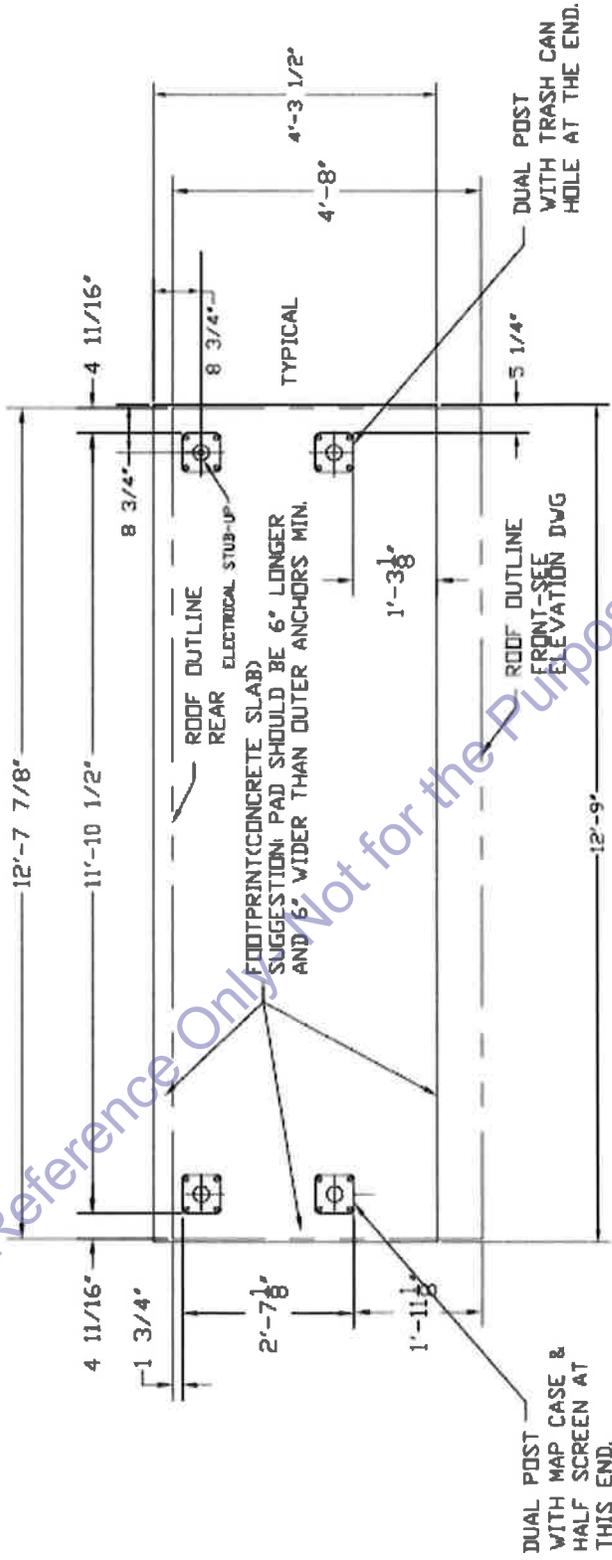
INSTALL BATTENS AT 2 ROOF ENDS

FIG 3

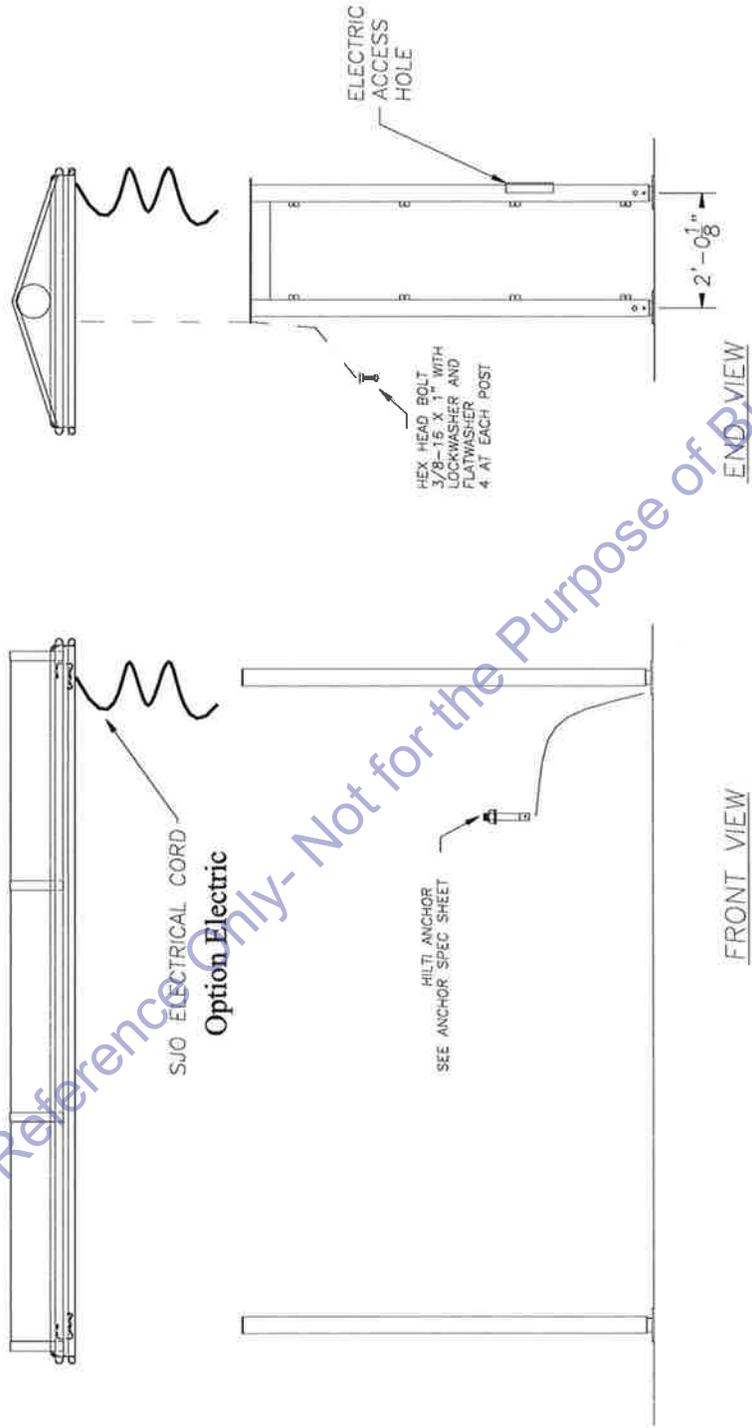
For Reference Only - Not for the Purpose of Bidding

ROOF INSTALLATION
SEE PAGES 9 & 10

1. Slide the four 18" long shoes into the four support posts.
2. Raise the roof (weight-175 pounds) with the rear glass insertion groove at the back, and position the post assemblies under the roof cross beams. The roof should overhang the dual post assemblies more toward the street. The post assembly with the access hole near the bottom must be placed at the right back of the shelter.
3. The SJO electrical cord must be dropped down the right back support pipe. This electrical cord is shipped attached to the roof crossbeam. Lower the roof down onto the support posts.
4. Insert and tighten four (4) each 3/8-16 x 1" Hex Head Bolts, 3/8 Lockwashers and 3/8 flatwashers at the top of each post assembly.
5. Level the roof by placing a carpenter's level on the roof's gutter. The roof height can be increased if desired. Drill a .50(1/2") diameter hole completely through the shoe. Install and tighten the 1/2-13 x 4" Hex Head Bolt at each post. Use the self-locking hexnut to secure. **INSTALLER OPTION:** At the base of each post is a 1/4" diameter hole. This hole is provided to facilitate initial shelter leveling. Drill a .221(#2) diameter hole through the shoe. Hammer in a drive screw #14 x 3/4" long completely through the shoe.
6. Plumb each post assembly. The pipe-to-pipe centerline measurement must be 24 1/8" for fitting of the end screen later. Pipe-to-pipe inside measurement is 20 5/8". Check this dimension at the pipe bottom before tightening the anchors.
7. Refer to Anchoring Spec Sheet for anchoring instructions.



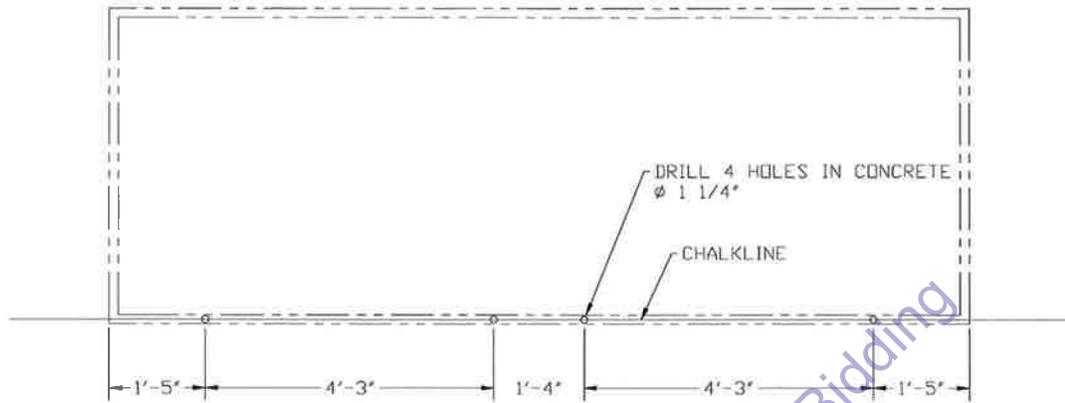
13' NON AD SHELTER



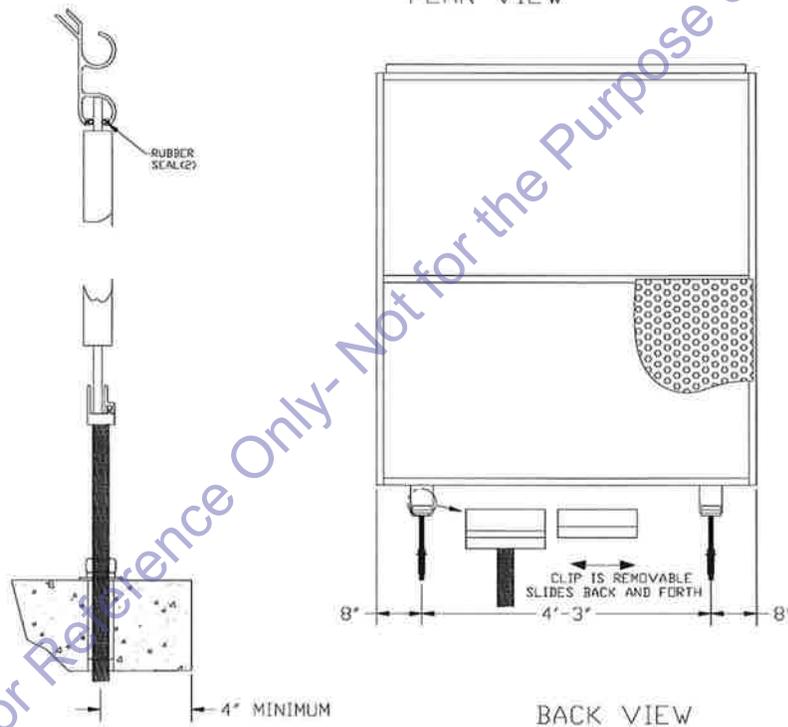
ROOF INSTALLATION (TYPICAL)

REAR SCREEN INSTALLATION

- 1. See PAGE 12 and the Elevation Drawing PAGE 3. Drop a plumb line from the rear screen insertion groove of the roof perimeter. Mark the concrete near both ends of the roof and snap a chalk line. The rear screen support/anchor assemblies will be inserted on this line. Mark the chalk line at the intervals shown on the elevation drawing. These marks will be the proper spacing for the support/anchor assemblies. The first support/anchor assembly at either end must be at least 4" in from end of roof.**
- 2. Drill four(4) 1 1/4" diameter holes into the concrete on the marks with a masonry drill. These holes should be at least 8" deep and may penetrate into the grade below the concrete. This depth is required to allow clearance for the threaded adjusting rod. Clean out holes.**
- 3. Place the bottom screen support/anchor assemblies into the holes. The top surface of the anchor itself should be flush to concrete or 1/2" below. The total height of the screen is typically 78 1/2". Measure from inside the screen insertion groove to the screen support anchor. Rotate the threaded rod inside the anchor to adjust height. Tighten the 3/4-10 hexnut to expand and secure anchor. Slide screen up into screen insertion groove and onto bottom screen support/anchor assemblies(separate clip can be slid off). Replace clip.**



PLAN VIEW



BACK VIEW

REAR PANELS INSTALLATION(TYPICAL)

:AutoCAD2000\Installations,Plots\line Rear Sca Perf 13 No Ad.dwg, Model, 03/19/2003 03:04:58 PM

NOE: Tolar MFG. has pre-assembled the Information plaque on the upstream rear panel. See the elevation drawing for proper placement.

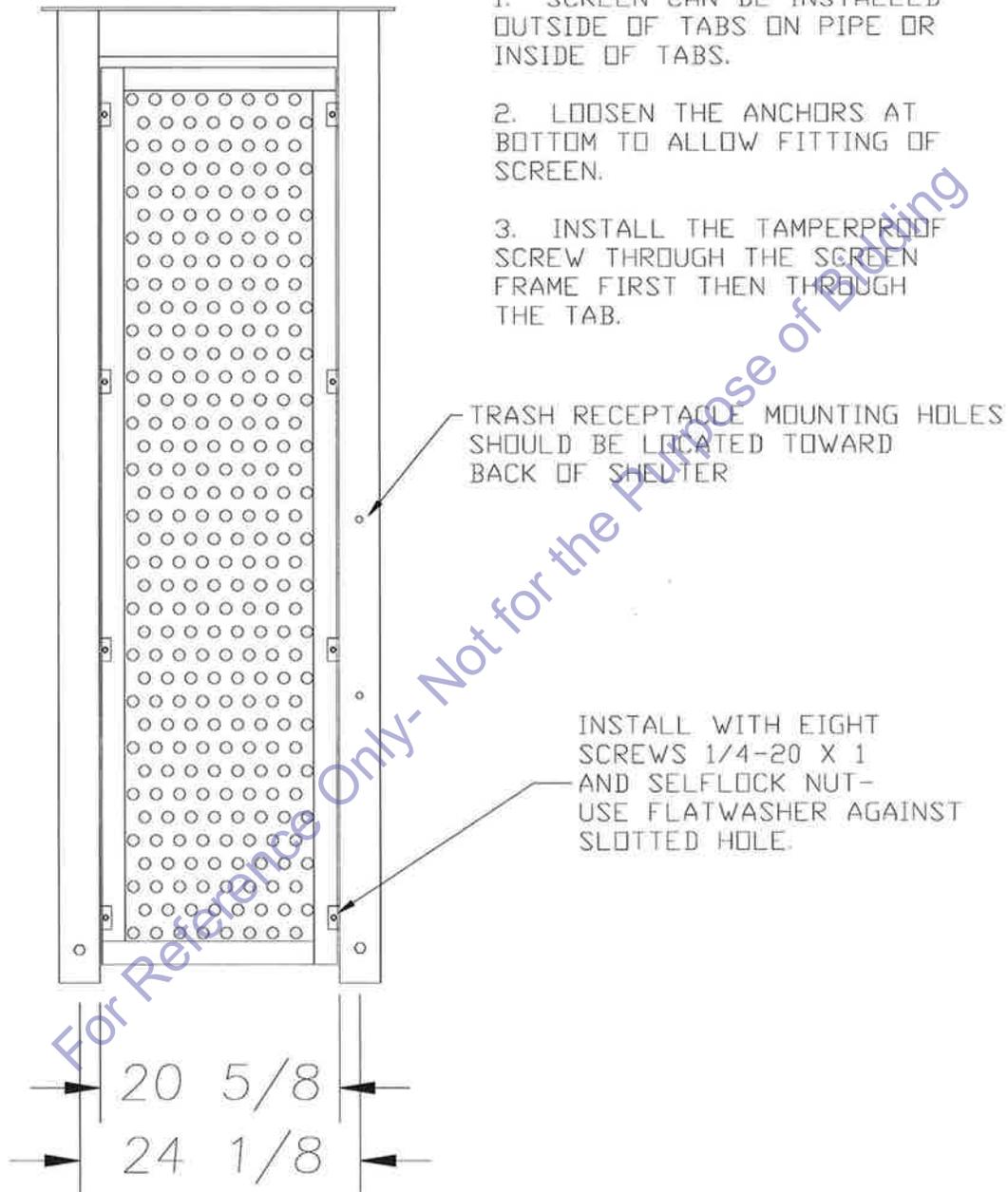
END SCREEN INSTALLATION

NOTES:

1. SCREEN CAN BE INSTALLED OUTSIDE OF TABS ON PIPE OR INSIDE OF TABS.

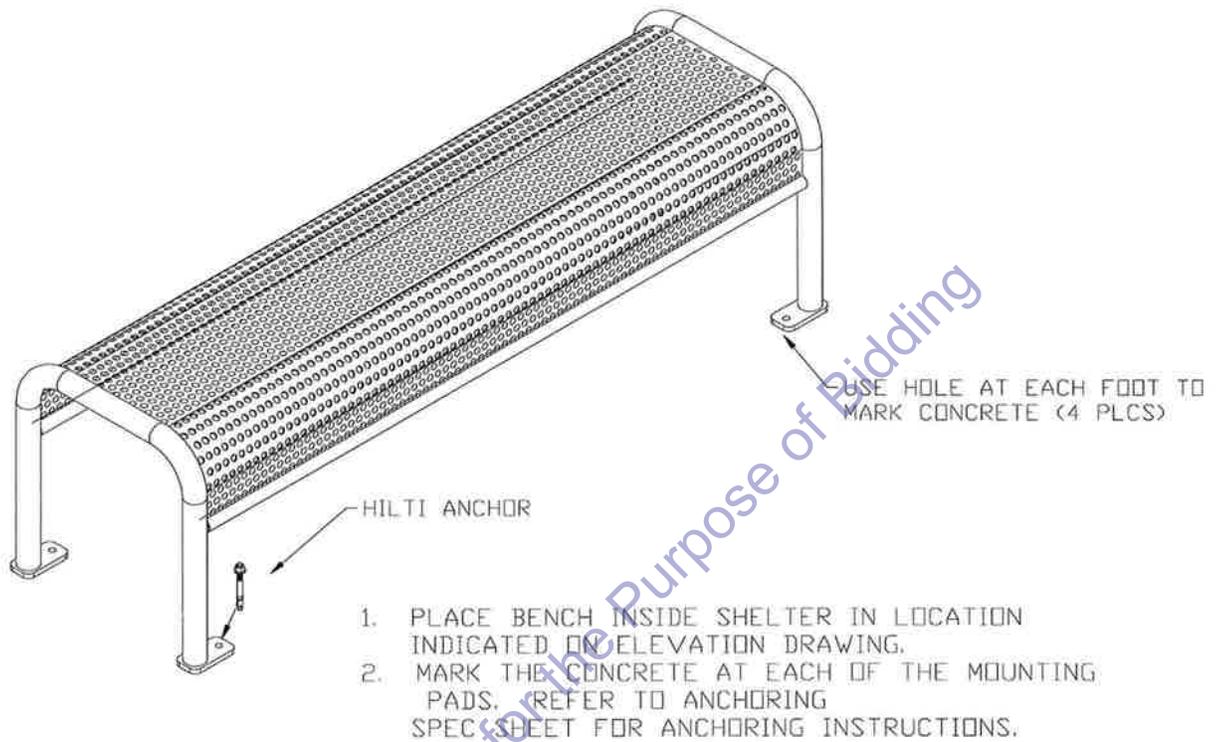
2. LOOSEN THE ANCHORS AT BOTTOM TO ALLOW FITTING OF SCREEN.

3. INSTALL THE TAMPERPROOF SCREW THROUGH THE SCREEN FRAME FIRST THEN THROUGH THE TAB.



Note: Do the same for the half size end screen below the Map Case on the

BENCH INSTALLATION



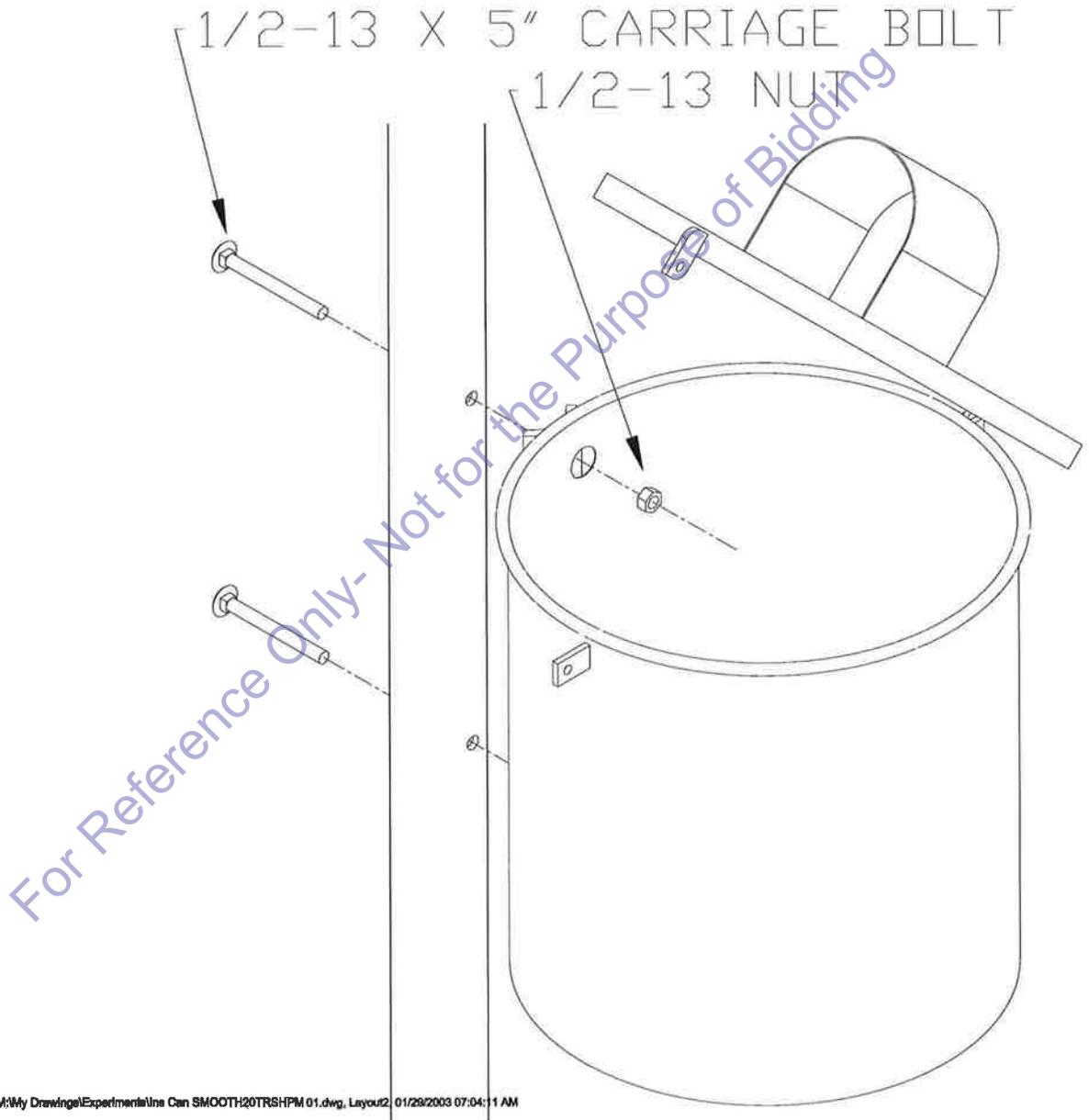
MAP CASE INSTALLATION

- 1. The Map Case installs on the down steam dual post.**
- 2. Locate the tapped holes in the dual post.**
- 3. With the doors open, mount the map case in between the downstream dual post.**
- 4. Use the 1/4-20 X 3/4" Tamper Proof Torx Screws to attach the map case to the dual post.**
- 5. Close the doors.**

TRASH RECEPTACLE INSTALLATION

DO THE SAME FOR BOTH TRASH CANS.

1/2-13 X 5" CARRIAGE BOLT
1/2-13 NUT



For Reference Only- Not for the Purpose of Bidding

Attachment 'B' Manufacturers Engineering Report

For Reference Only- Not for the Purpose of Bidding

HOSTETLER ENGINEERING

ENGINEERING REPORT

FOR

**13' x 5' SHELTER
Project 9241-00**

IN

TEHAMA COUNTY, CA.

**TOLAR MANUFACTURING CO., INC.
258 Mariah Circle
Corona, CA 92879**

09/24/08



The design calculations, bound within this report, are approved as indicated by the engineer's wet seal above.

This approval applies to bound pages only.

REF: Engineering Report for:
 Tolar Manufacturing Co. Inc.
 258 Mariah Circle
 Corona, CA 92879

- PROJECT and SITE

13' x 5' Shelter (9241-00)
 Tehama County, CA
 Cities of: Corning, Gerber & Red Bluff

- DESIGN PER 2007 CBC & ASCE 7-05

- DESIGN CRITERIA

Wind or Seismic

Seismic coordinates are, respectively: 39.926 -122.182
 40.061 -122.149
 40.174 -122.240 * worst case

- WEIGHT OF STRUCTURE

Shelter				
Roof	710	0	0	0
Walls+Case	508	0	0	0
Posts+Cans	303	0	0	0
Sum	1522	0	0	0

Weight of Structure: $W_s = 1522$ lbs.

$\Delta H = 1.25$
 $H = 8.25$
 $L = 12.67$
 $W = 4.67$

- SEISMIC

Based on address above: latitude= 40.174 longitude= -122.240
 For Site Class B, $T_L = 2$ sec $S_s = 0.703$ g $S_1 = 0.267$ g

USGS Seismic Hazard Mapping

Actual Site Class D, assumed by default (no soils report).

Occupancy Category II, $I = 1.0$

$S_{MS} = F_a * S_s = 0.703$ g $F_a = 1$ Table 11.4-1
 $S_{M1} = F_v * S_1 = 0.4005$ g $F_1 = 1.5$ Table 11.4-2

Seismic Design Category:

$S_{DS} = .67 S_{MS} = 0.471$ g \longrightarrow D Table 11.6-1
 $S_{D1} = .67 S_{M1} = 0.268$ g \longrightarrow D Table 11.6-2

$V = C_s * W_s$ $C_s = S_{D1} / (R/I) T \geq .01$ $T_a = C_t * (h_n)^x$ $C_t \& x -$ Table 12.8-2
 110 lbs 0.19036 0.2 $T_a < T_L$

1.9 psf $C_t = 0.02$ $h = 24$ $R = 6.5$
 $C_s = .5 * S_1 / (R/I)$ $S_1 \geq 0.6g$ Table 12.2-1
 0.020538

$C_s = S_{DS} / (R/I)$ need not exceed, Sec 12.8, Eq. 2
 0.072463

- WIND	Sec. 6.4	h=	9.09	< 60'	Category II I=	1	Table 6-1
		slope:	6:12	45°	G _r =	0.85	Table 6-4
		V _{3s} =	100	mph	Surface Roughness	B	12.6.5.6.2
		V _{fm} =	85	mph	Exposure	C	12.6.5.6.3

C _p =	1.40	Fig 6-6/8	Walls & Roof
	-0.80		Roof Uplift
	0.80		Posts

$$F = q_2 * G_r * C_p * A_f$$

$$q_2 = .00256 * (85)^2 * .85 * 1 * .85 = 13.36 \text{ psf} > V = 1.9 \text{ psf}$$

$$F_{\text{wall+case+roof}} = q_2 * .85 * 1.4 * A_f = 15.90 * A_f$$

$$F_{\text{roof uplift}} = q_2 * .85 * -.8 * A_f = -9.09 * A_f$$

$$F_{\text{posts+cans}} = q_2 * .85 * .8 * A_f = 9.09 * A_f$$

Use 10

Use 10

- LATERAL LOAD

Critical section is the center

F _{roof} =	15.90	* A _f =	15.9*4.67*12.67 =	941	# @	8.3	ft
F _{wall+case} =	15.90	* A _f =	15.9*(12.67+4.67)*6 =	1654	# @	4.0	ft
F _{posts+cans} =	10.0	* A _f =	10*((7*.29)+(1.58*1.35)	104	# @	2.8	ft

- VERTICAL LOAD

$$F_{\text{roof up}} = 10.00 * A_f = 10 * 13 * 5/2 = 296 \text{ # @ center}$$

- REACTIONS

$$\text{OTM} = .5*((941*8.3) + (1654*4) + (104*2.8)) = 7333 \text{ # - '}$$

$$R_{\text{end}} = \text{OTM} / 2w = \pm 1833 \text{ #}$$

$$R_{\text{center}} = -R + (W_s - F_{\text{roof up}}) = -608 \text{ #}$$

$$V = \Sigma F/2 = 1350 \text{ #}$$

- ANCHORAGE TO CONCRETE

T =	R/4 =	152	# per Bolt	- 1/2" Ø x 4 1/2" HILTI KB-TZ
V _T =	V/4 =	337	# per Bolt	
T _{KB-TZ} =	4915	#	> 152	OK ESR-1917 Table 4
V _{KB-TZ} =	2974	#	> 337	OK ESR-1917 Table 8

- BASE PLATE

$$T = 152 \text{ #} \quad \text{Plate} \quad 7.00 \text{ in sq. x } 3/8''$$

$$\text{C-C} \quad 5.00 \text{ in}$$

$$\text{Pipe} \quad 3.50 \text{ in}$$

$$d = 5.50 * \text{sqrt}(2)/2 - 2.5''/2 =$$

$$1.79 \text{ in}$$

$$M = T * d = 271 \text{ # - ''}$$

$$S = M / (.75 * f_s) = 0.0100 \text{ in}^3$$

$$S = 1/6 b t^2 \text{ Assume } b = 6t$$

$$t = \Gamma^3 S = 0.219093 \text{ in}$$

Use 3/8" plate

- POST

3" Ø Sch 40 Stl
 $S_x = 2.39$

$$M = V * H = 11136 \text{ # - '}$$

$$L_b = M * 12 / S_x = 18.63685 \text{ ksi} < F_b = 24 \text{ ksi}$$

- FOOTING

Try: 9" sq x 3.5" min concrete slab for each post

Vertical Load, lbs.	PI=	761	Soil Brg, psf	Sb=	1500
Ftg Weight, lbs.	Pw=	25	Footing Depth, in.	Fd=	3.5
Total Ftg. Load, lbs	FI=	785	Footing foot print, in.	d=	9

FI=PI+Pw=	785	lbs			
A=FI/Sb=	0.52	sq. ft.	(Ftg area required)		
d'=sqrt(A)*12=	8.68	in.	< d= 9	OK w/	2-#4 T&B Ea. Way

For Reference Only- Not for the Purpose of Bidding

For Reference Only- Not for the Purpose of Bidding

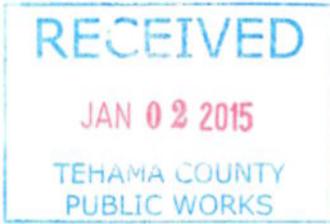
Attachment 'C' Encroachment Permits and Permits to enter

For Reference Only- Not for the Purpose of Bidding

ENCROACHMENT PERMIT RIDER

TR-0122 (REV 6/99)

Collected By	Permit No. (Original) 0212-NBS-0481
Rider Fee Paid EXEMPT	Dist/Co/Rte/PM 02-TEH-36-40.43 LT
Date December 26, 2014	
	Rider Number 0214-NRT-0570



, PERMITTEE

TO: Tehama County Transportation Commission
9380 San Benito Way
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462

In compliance with your request of December 22, 2014, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: December 31, 2015.

For Reference Only - Not for the Purpose of Bidding

Except as amended, all other terms and provisions of the original permit shall remain in effect.

1 - Permittee 1 - Chaffin 2 - File DB	APPROVED: JOHN BULINSKI, District Director, District 2 BY:  STACEY BARNES, District Permit Engineer, District 2
--	---

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No. 0212-NBS-0481	
Dist/Co/Rte/PM 02-TEH-36-40.43 LT	
Date December 12, 2012	
Fee Paid \$ Exempt	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)
Customer Reference No.	

In compliance with (Check one):

- Your application of **October 30, 2012**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- RW Contract No. _____ of _____

TO:
 Tehama County Transportation Commission
 9380 San Benito Avenue
 Gerber, CA 96035

 Attention: Gary Antone
 Phone: 530-385-1462



PERMITTEE

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

Construct, own, and maintain a bus stop and shelter left of post mile 40.43 on State Route 36 in Red Bluff, Tehama County.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work (**ten days if any lane closures or traffic control will be necessary**), notify Permit Inspector Fred Chaffin, telephone 530-225-3121, P.O. Box 496073, Redding, CA 96049-6073, who will arrange for inspection and approval of the work covered by 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):		In addition to fee, the permittee will be billed actual costs for:	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	General Provisions	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Utility Maintenance Provisions	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Special Provisions Permit Closure Schedules, T13, Sidewalk Closure	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	A Cal-OSHA permit, if required: Permit No. _____	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	As-Built Plans Submittal Route Slip for Locally Advertised Projects	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Storm Water Special Provisions	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.	

- Yes No Review
 - Yes No Inspection
 - Yes No Field Work
- (If any Caltrans effort expended)*

This permit is void unless the work is completed before **December 31, 2013**.

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.

- 1 - Permittee
- 1 - Chaffin
- 1 - Maintenance Supervisor

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:

Stacey Barnes

DB STACEY BARNES, District Permit Engineer, District 2

1 - File

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.

ENCROACHMENT PERMIT RIDER

TR-0122 (REV 6/99)

Collected By	Permit No. (Original) 0212-NBS-0481
Rider Fee Paid EXEMPT	Dist/Co/Rte/PM 02-TEH-36-40.43 LT
Date February 11, 2014	
	Rider Number 0214-NRT-0073

, PERMITTEE

TO:

Tehama County Transportation Commission 9380 San Benito Way Gerber, CA 96035 Attention: Gary Antone Phone: 530-385-1462

In compliance with your request of February 11, 2014, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: December 31, 2014.

In addition, the attached plan shall be used to construct improvements authorized under the original permit.

For Reference Only - Not for the Purpose of Bidding

Except as amended, all other terms and provisions of the original permit shall remain in effect.

1 - Permittee 1 - Chaffin 2 - File	APPROVED: JOHN BULINSKI, District Director, District 2
DB	BY:  STACEY BARNES, District Permit Engineer, District 2

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0481
Date: December 12, 2012

Site 1; Encroachment Permit

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

FUTURE MOVING OF FACILITIES: Permittee shall, at Permittee's expense, rearrange permitted facilities at the request of the State for construction, reconstruction, or maintenance work on the highway performed by or for the State.

COOPERATION: Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36, "Utility and Non-Highway Facilities," of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State's Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation.

PROTECTION OF SURVEY MONUMENTS: Your attention is directed to Section 5-1.36, "Preservation of Property," of the Standard Specifications and to Section 8771, "Monuments," of the Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to beginning work. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

TIME EXTENSION: Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee's expense, to comply with upgrades in highway design policies.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0481
Date: December 12, 2012

Site 1; Encroachment Permit

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

The approach end of temporary railing (Type K) installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing. Temporary crash cushion modules shall be of sizes, quantity and placement as determined by State's Representative.

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

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

WATER POLLUTION PREVENTION: The California State Water Resources Control Board (SWRCB) has adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Order No. 2009-0009-DWQ) (hereafter called General Permit). The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering surface and underground waters of the State. Permittee shall comply with all applicable requirements of the NPDES permit. As the project proponent, the permittee is the Legally Responsible Person (LRP) as defined in the General Permit.

MITIGATION AND MONITORING: Permittee shall be responsible for ensuring that all mitigation and monitoring requirements, as proposed in the lead agency's environmental document, are fulfilled and that all regulatory agency coordination and permit requirements are completed prior to beginning construction.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

AS-BUILT PLANS: After completion of the permitted work and prior to acceptance by Caltrans, Permittee shall submit standard unit (US) as-built plans to the Caltrans District 2 Permit office. As-built plans shall be tied to points that are compatible with the Caltrans datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities. A responsible member of Permittee's staff shall sign the as-built plans.

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0481
Date: December 12, 2012

Site 1; Encroachment Permit

MAINTENANCE OF FACILITIES:

MAINTENANCE OF FACILITIES: Permittee shall, at Permittee's expense, maintain any facilities constructed or permitted under this encroachment permit.

MAINTENANCE ENCROACHMENT PERMIT: All routine and emergency maintenance work required for facilities located within the State right-of-way will require a separate encroachment permit.

UTILITIES:

CONFLICTS WITH UTILITIES: Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit. If existing public or private utilities conflict with the construction of project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation or removal of such facilities. Total costs for such protection, relocation or removal shall be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Permittee shall require any utility company performing relocation in the State's right of way to obtain a State Encroachment Permit prior to the performance of said relocation work.

UTILITIES ON AS-BUILT PLANS: Any relocated utilities shall be correctly located and identified on the as-built plans.

NOTIFICATION OF U.S.A.: Permittee shall call Underground Service Alert at least two working days prior to performing any excavation deeper than one-foot or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notification center phone number is 1-800-642-2444.

NOTIFICATION OF CALTRANS: Caltrans is not part of USA Underground Locate; therefore, prior to beginning any work, Caltrans electrical supervisor Jon Miller, shall be notified at 530-225-3469 to locate electrical connections, and Karen Carmo at 530-225-3042 to locate all underground count stations.

TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way (ETW, white edge stripe), reversing, one-way traffic control shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T13* entitled "*Traffic Control System for Lane Closure on Two Lane Conventional Highways*". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T13* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0481
Date: December 12, 2012

Site 1; Encroachment Permit

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday. If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended. Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

CONCRETE PAD:

SAW CUT: Where concrete pad is to be placed, existing paving shall be saw cut to a neat line 1 to 2 feet from the edge of the pad. Work shall include removing the asphalt concrete, and re-paving to the pad edge after placement of the new concrete pad. Existing concrete sidewalk shall be cut at the score line.

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

BUS SHELTER:

LOCATION OF FACILITY: The location of the proposed facility shall be staked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans.

In no case shall any facility installed with this permit create a pinch point less than 48-inches between obstructions. All constructed facilities shall comply with all ADA requirements.

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0481
Date: December 12, 2012

Site 1; Encroachment Permit

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

GROUNDS AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter and in a non-erodible condition, by placing aggregate base, mulch, or other approved measures.

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

For Reference Only- Not for the Purpose of Bidding

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT RIDER

Site 5; Encroachment Permit

TR-0122 (REV 6/99)

Collected By	Permit No. (Original) 0212-NBS-0488
Rider Fee Paid EXEMPT	Dist/Co/Rte/PM 02-TEH-36-41.38 RT
Date December 26, 2014	
	Rider Number 0214-NRT-0571

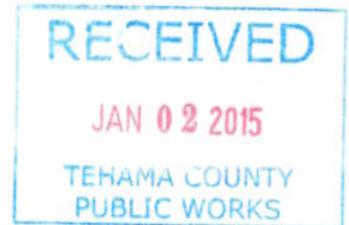
, PERMITTEE

TO:

Tehama County Transportation Commission 9380 San Benito Way Gerber, CA 96035 Attention: Gary Antone Phone: 530-385-1462

In compliance with your request of December 22, 2014, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: December 31, 2015.



Except as amended, all other terms and provisions of the original permit shall remain in effect.

1 - Permittee 1 - Chaffin 2 - File	APPROVED: JOHN BULINSKI, District Director, District 2 BY: <i>Stacey Barnes</i> STACEY BARNES, District Permit Engineer, District 2
DB	

ENCROACHMENT PERMIT RIDER

TR-0122 (REV 6/99)

Site 5; Encroachment Permit

Collected By	Permit No. (Original) 0212-NBS-0488
Rider Fee Paid EXEMPT	Dist/Co/Rte/PM 02-TEH-36-41.38 RT
Date February 11, 2014	
	Rider Number 0214-NRT-0074

, PERMITTEE

TO:
 Tehama County Transportation Commission
 9380 San Benito Way
 Gerber, CA 96035

 Attention: Gary Antone
 Phone: 530-385-1462

In compliance with your request of February 11, 2014, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: December 31, 2014.

In addition, the attached plan shall be used to construct improvements authorized under the original permit.

Except as amended, all other terms and provisions of the original permit shall remain in effect.

1 - Permittee 1 - Chaffin 2 - File DB	APPROVED: JOHN BULINSKI, District Director, District 2
	BY:  STACEY BARNES, District Permit Engineer, District 2

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No.
0212-NBS-0488

In compliance with (Check one):

 Your application of **November 2, 2012** Utility Notice No. _____ of _____ Agreement No. _____ of _____ R/W Contract No. _____ of _____Dist/Co/Rte/PM
02-TEH-36-41.38 RTDate
January 14, 2013Fee Paid
\$ Exempt Deposit
\$Performance Bond Amount (1)
\$ Payment Bond Amount (2)
\$

Bond Company

Bond Number (1) _____ Bond Number (2) _____

Customer Reference No. _____

TO:

Tehama County Transportation Commission
9380 San Benito Avenue
Gerber, CA 96035Attention: Gary Antone
Phone: 530-385-1462

, PERMITTEE

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

Construct, own, and maintain a bus stop and shelter right of post mile 41.38 on State Route 36 in Red Bluff, Tehama County.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.**GENERAL SPECIFICATIONS:****NOTIFY STATE'S REPRESENTATIVE:** At least five working days before starting any work (**ten days if any lane closures or traffic control will be necessary**), notify Permit Inspector Fred Chaffin, telephone 530-225-3121, P.O. Box 496073, Redding, CA 96049-6073, AND Redding Landscape Supervisor Mark Ayers, telephone 530-527-3309, who will arrange for inspection and approval of the work covered by 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):

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	General Provisions
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Utility Maintenance Provisions
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Special Provisions Permit Closure Schedules, T11, Sidewalk Closure, EP1
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	A Cal-OSHA permit, if required: Permit No. _____
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	As-Built Plans Submittal Route Slip for Locally Advertised Projects
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Storm Water Special Provisions

In addition to fee, the permittee will be billed actual costs 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 is considered prior to approval of this permit.This permit is void unless the work is completed before **December 31, 2013**.

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.

1 - Permittee
1 - Chaffin
1 - Maintenance Supervisor
1 - Mark Ayers, Landscape Supervisor

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:

DB

STACEY BARNES, District Permit Engineer, District 2

1 - File

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

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0488
Date: January 14, 2013

Site 5; Encroachment Permit

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

FUTURE MOVING OF FACILITIES: Permittee shall, at Permittee's expense, rearrange permitted facilities at the request of the State for construction, reconstruction, or maintenance work on the highway performed by or for the State.

COOPERATION: Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36, "Utility and Non-Highway Facilities," of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State's Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation.

PROTECTION OF SURVEY MONUMENTS: Your attention is directed to Section 5-1.36, "Preservation of Property," of the Standard Specifications and to Section 8771, "Monuments," of the Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to beginning work. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

TIME EXTENSION: Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee's expense, to comply with upgrades in highway design policies.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0488
Date: January 14, 2013

Site 5; Encroachment Permit

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

The approach end of temporary railing (Type K) installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing. Temporary crash cushion modules shall be of sizes, quantity and placement as determined by State's Representative.

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

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

WATER POLLUTION PREVENTION: The California State Water Resources Control Board (SWRCB) has adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Order No. 2009-0009-DWQ) (hereafter called General Permit). The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering surface and underground waters of the State. Permittee shall comply with all applicable requirements of the NPDES permit. As the project proponent, the permittee is the Legally Responsible Person (LRP) as defined in the General Permit.

MITIGATION AND MONITORING: Permittee shall be responsible for ensuring that all mitigation and monitoring requirements, as proposed in the lead agency's environmental document, are fulfilled and that all regulatory agency coordination and permit requirements are completed prior to beginning construction.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

AS-BUILT PLANS: After completion of the permitted work and prior to acceptance by Caltrans, Permittee shall submit standard unit (US) as-built plans to the Caltrans District 2 Permit office. As-built plans shall be tied to points that are compatible with the Caltrans datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities. A responsible member of Permittee's staff shall sign the as-built plans.

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0488
Date: January 14, 2013

Site 5; Encroachment Permit

MAINTENANCE OF FACILITIES:

MAINTENANCE OF FACILITIES: Permittee shall, at Permittee's expense, maintain any facilities constructed or permitted under this encroachment permit.

MAINTENANCE ENCROACHMENT PERMIT: All routine and emergency maintenance work required for facilities located within the State right-of-way will require a separate encroachment permit.

UTILITIES:

CONFLICTS WITH UTILITIES: Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit. If existing public or private utilities conflict with the construction of project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation or removal of such facilities. Total costs for such protection, relocation or removal shall be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Permittee shall require any utility company performing relocation in the State's right of way to obtain a State Encroachment Permit prior to the performance of said relocation work.

UTILITIES ON AS-BUILT PLANS: Any relocated utilities shall be correctly located and identified on the as-built plans.

NOTIFICATION OF U.S.A.: Permittee shall call Underground Service Alert at least two working days prior to performing any excavation deeper than one-foot or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notification center phone number is 1-800-642-2444.

NOTIFICATION OF CALTRANS: Caltrans is not part of USA Underground Locate; therefore, prior to beginning any work, Caltrans electrical supervisor Jon Miller, shall be notified at 530-225-3469 to locate electrical connections, and Karen Carmo at 530-225-3042 to locate all underground count stations.

TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way (ETW, white edge stripe), reversing, one-way traffic control shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T11* entitled "*Traffic Control System for Lane Closure on Multilane Conventional Highways*". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0488
Date: January 14, 2013

Site 5; Encroachment Permit

SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T11* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

SIDEWALK CLOSURE: Whenever work is being performed above or adjacent to the sidewalk, the sidewalk shall be closed to pedestrians, as shown on the attached *Sidewalk Closures and Bypass Walkway* plan sheet. For sidewalk closures, Permittee shall install, maintain, and remove, when no longer needed, all pedestrian detours. Sidewalk closures and detour plans must be approved by State's Representative prior to beginning work. **The sidewalk shall remain open to pedestrians when work is not actively in progress.**

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday. If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended. Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

EXCAVATIONS:

LOCATION OF FACILITY: The location of the proposed facility shall be staked, and the location approved by the State's representative prior to any excavation. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans.

OPEN EXCAVATIONS: When work is not actively in progress, trenches and excavation within 20 feet of the edge of traveled way (ETW, white edge stripe) or 10 feet from the edge of pavement (EP), whichever is greater, shall be closed (backfilled and compacted) in compliance with the attached *Open Trench Signing and Marking, EPI* drawing. Steel traffic plates may be used to close excavation overnight in place of backfill upon approval of State's Representative. All disturbed areas and facilities shall be restored to original condition and to the satisfaction of State's Representative.

PROTECTION OF EXISTING FACILITIES: Existing curb, gutter and sidewalk, drainage pipe, structures and signs shall be protected from damage. All regulatory signs that are disturbed by the Permittee's operation shall be temporarily reset at a location directed by State's representative. All signs shall be placed back in their original location as soon as the trench has been backfilled. The cutting of any drainage pipe shall not be permitted.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0488
Date: January 14, 2013

Site 5; Encroachment Permit

REMOVAL OF TREES: Permittee shall not be allowed to remove any trees within the right of way.

CONCRETE PAD:

SAW CUT: Where concrete pad is to be placed, existing paving shall be saw cut to a neat line 1 to 2 feet from the edge of the pad. Work shall include removing the asphalt concrete, and re-paving to the pad edge after placement of the new concrete pad. Existing concrete sidewalk shall be cut at the score line.

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

BUS SHELTER:

LOCATION OF FACILITY: **This shelter shall be placed as far back onto the pad as possible to maximize the distance from the white roadway edge stripe (ETW) and the bus shelter.** The location of the proposed facility shall be staked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans. **In no case shall any facility installed with this permit create a pinch point less than 48-inches between obstructions. All constructed facilities shall comply with all ADA requirements.**

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

GROUNDS AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter and in a non-erodible condition, by placing aggregate base, mulch, or other approved measures. **Existing groundcover and cobbles shall be relocated, and additional groundcover provided for the proposed fill, to the satisfaction of the State's Representative.**

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No. 0214-NBS-0305	
Dist/Co/Rte/PM 02-TEH-36-42.71 LT	
Date September 16, 2014	
Fee Paid \$ Exempt	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)
Customer Reference No.	

In compliance with (Check one):

- Your application of **August 5, 2014**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO:

Tehama County Transportation Commission
9380 San Benito Avenue
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462



, PERMITTEE

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

Construct, own, and maintain a bus stop and shelter left of post mile 42.71 on State Route 36 in Red Bluff, Tehama County.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work (**ten days if any lane closures or traffic control will be necessary**), notify Permit Inspector **Fred Chaffin**, telephone 530-225-3121, 1657 Riverside Drive, Redding, CA 96001, who will arrange for inspection and approval of the work covered by 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 Special Provisions **Permit Closure Schedules, T11, Sidewalk Closure, EP1**
- 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 Special Provisions
- Yes No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.

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

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

(If any Caltrans effort expended)

This permit is void unless the work is completed before **December 31, 2015**.

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.

- 1 - Permittee
- 1 - Chaffin
- 1 - Maintenance Supervisor

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:

Gacey Barnes

- 1 - File

DB

STACEY BARNES, District Permit Engineer, District 2

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.

Name: Tehama County Transportation Commission
Permit No. 0214-NBS-0305
Date: September 16, 2014

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

FUTURE MOVING OF FACILITIES: Permittee shall, at Permittee's expense, rearrange permitted facilities at the request of the State for construction, reconstruction, or maintenance work on the highway performed by or for the State.

COOPERATION: Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36, "Utility and Non-Highway Facilities," of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State's Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation.

PROTECTION OF SURVEY MONUMENTS: Your attention is directed to Section 5-1.36, "Preservation of Property," of the Standard Specifications and to Section 8771, "Monuments," of the Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to beginning work. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

TIME EXTENSION: Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee's expense, to comply with upgrades in highway design policies.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0305
 Date: September 16, 2014

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

The approach end of temporary railing (Type K) installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing. Temporary crash cushion modules shall be of sizes, quantity and placement as determined by State's Representative.

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

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

WATER POLLUTION PREVENTION: The California State Water Resources Control Board (SWRCB) has adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Order No. 2009-0009-DWQ) (hereafter called General Permit). The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering surface and underground waters of the State. Permittee shall comply with all applicable requirements of the NPDES permit. As the project proponent, the permittee is the Legally Responsible Person (LRP) as defined in the General Permit.

MITIGATION AND MONITORING: Permittee shall be responsible for ensuring that all mitigation and monitoring requirements, as proposed in the lead agency's environmental document, are fulfilled and that all regulatory agency coordination and permit requirements are completed prior to beginning construction.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

AS-BUILT PLANS: After completion of the permitted work and prior to acceptance by Caltrans, Permittee shall submit standard unit (US) as-built plans to the Caltrans District 2 Permit office. As-built plans shall be tied to points that are compatible with the Caltrans datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities. A responsible member of Permittee's staff shall sign the as-built plans.

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0305
 Date: September 16, 2014

MAINTENANCE OF FACILITIES:

MAINTENANCE OF FACILITIES: Permittee shall, at Permittee's expense, maintain any facilities constructed or permitted under this encroachment permit.

MAINTENANCE ENCROACHMENT PERMIT: All routine and emergency maintenance work required for facilities located within the State right-of-way will require a separate encroachment permit.

UTILITIES:

CONFLICTS WITH UTILITIES: Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit. If existing public or private utilities conflict with the construction of project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation or removal of such facilities. Total costs for such protection, relocation or removal shall be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Permittee shall require any utility company performing relocation in the State's right of way to obtain a State Encroachment Permit prior to the performance of said relocation work.

UTILITIES ON AS-BUILT PLANS: Any relocated utilities shall be correctly located and identified on the as-built plans.

NOTIFICATION OF U.S.A.: Permittee shall call Underground Service Alert at least two working days prior to performing any excavation deeper than one-foot or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notification center phone number is 1-800-642-2444.

NOTIFICATION OF CALTRANS: Caltrans is not part of USA Underground Locate; therefore, prior to beginning any work, Caltrans electrical supervisor Jon Miller, shall be notified at 530-225-3469 to locate electrical connections, and Karen Carmo at 530-225-3042 to locate all underground count stations.

TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way, or work is performed within 6 feet of the edge of traveled way (ETW, white edge stripe), a lane closure shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T11* entitled "*Traffic Control System for Lane Closure on Multilane Conventional Highways*". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0305
 Date: September 16, 2014

SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), or work is performed within 20 feet of the ETW, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T11* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

SIDEWALK CLOSURE: Whenever work is being performed above or adjacent to the sidewalk, the sidewalk shall be closed to pedestrians, as shown on the attached *Sidewalk Closures and Bypass Walkway* plan sheet. For sidewalk closures, Permittee shall install, maintain, and remove, when no longer needed, all pedestrian detours. Sidewalk closures and detour plans must be approved by State's Representative prior to beginning work. **The sidewalk shall remain open to pedestrians when work is not actively in progress.**

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: **By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday.** If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: **Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended.** Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

EXCAVATIONS:

LOCATION OF FACILITY: The location of the proposed facility shall be staked, and the location approved by the State's representative prior to any excavation. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans.

OPEN EXCAVATIONS: When work is not actively in progress, trenches and excavation within 20 feet of the edge of traveled way (ETW, white edge stripe) or 10 feet from the edge of pavement (EP), whichever is greater, shall be closed (backfilled and compacted) in compliance with the attached *Open Trench Signing and Marking, EPI* drawing. Steel traffic plates may be used to close excavation overnight in place of backfill upon approval of State's Representative. All disturbed areas and facilities shall be restored to original condition and to the satisfaction of State's Representative.

PROTECTION OF EXISTING FACILITIES: Existing curb, gutter and sidewalk, drainage pipe, structures and signs shall be protected from damage. All regulatory signs that are disturbed by the Permittee's operation shall be temporarily reset at a location directed by State's representative. All signs shall be placed back in their original location as soon as the trench has been backfilled. The cutting of any drainage pipe shall not be permitted.

REMOVAL OF TREES: Permittee shall not be allowed to remove any trees within the right of way.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0305
 Date: September 16, 2014

CONCRETE PAD:

SAW CUT: Where concrete pad is to be placed, existing paving shall be saw cut to a neat line 1 to 2 feet from the edge of the pad. Work shall include removing the asphalt concrete, and re-paving to the pad edge after placement of the new concrete pad. Existing concrete sidewalk shall be cut at the score line.

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

BUS SHELTER:

LOCATION OF FACILITY: **This shelter shall be placed as far back onto the pad as possible to maximize the distance from the back of curb and the bus shelter.** The location of the proposed facility shall be marked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans. **In no case shall any facility installed with this permit create a pinch point less than 48-inches between obstructions. All constructed facilities shall comply with all ADA requirements.**

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

GROUNDS AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter. **Existing curb adjacent to the bus stop shall be repainted red to the satisfaction of the State's Representative.**

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No. 0214-NBS-0347	
Dist/Co/Rte/PM 02-TEH-36-43.07 LT	
Date September 17, 2014	
Fee Paid \$ Exempt	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)
Customer Reference No.	

In compliance with (Check one):

- Your application of **August 5, 2014**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO:
 Tehama County Transportation Commission
 9380 San Benito Avenue
 Gerber, CA 96035

 Attention: Gary Antone
 Phone: 530-385-1462



PERMITEE

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

Construct, own, and maintain a bus stop and shelter left of post mile 43.07 on State Route 36 in Red Bluff, Tehama County.

PERMITEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work (**ten days if any lane closures or traffic control will be necessary**), notify Permit Inspector **Fred Chaffin**, telephone 530-225-3121, 1657 Riverside Drive, Redding, CA 96001, who will arrange for inspection and approval of the work covered by 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):		In addition to fee, the permittee will be billed actual costs for:	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	General Provisions	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Utility Maintenance Provisions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Review
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Special Provisions Permit Closure Schedules, T11, Sidewalk Closure, EP1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Inspection
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	A Cal-OSHA permit, if required: Permit No. _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Field Work
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	As-Built Plans Submittal Route Slip for Locally Advertised Projects	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Storm Water Special Provisions	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.	(If any Caltrans effort expended)

This permit is void unless the work is completed before **December 31, 2015**.

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.

1 - Permittee 1 - Chaffin 1 - Maintenance Supervisor	APPROVED: JOHN BULINSKI, District Director, District 2
1 - File	BY: <i>Stacey Barnes</i> DB STACEY BARNES, District Permit Engineer, District 2

Name: Tehama County Transportation Commission
Permit No. 0214-NBS-0347
Date: September 17, 2014

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

FUTURE MOVING OF FACILITIES: Permittee shall, at Permittee's expense, rearrange permitted facilities at the request of the State for construction, reconstruction, or maintenance work on the highway performed by or for the State.

COOPERATION: Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36, "Utility and Non-Highway Facilities," of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State's Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation.

PROTECTION OF SURVEY MONUMENTS: Your attention is directed to Section 5-1.36, "Preservation of Property," of the Standard Specifications and to Section 8771, "Monuments," of the Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to beginning work. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

TIME EXTENSION: Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee's expense, to comply with upgrades in highway design policies.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0347
 Date: September 17, 2014

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

The approach end of temporary railing (Type K) installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing. Temporary crash cushion modules shall be of sizes, quantity and placement as determined by State's Representative.

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

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

WATER POLLUTION PREVENTION: The California State Water Resources Control Board (SWRCB) has adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Order No. 2009-0009-DWQ) (hereafter called General Permit). The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering surface and underground waters of the State. Permittee shall comply with all applicable requirements of the NPDES permit. As the project proponent, the permittee is the Legally Responsible Person (LRP) as defined in the General Permit.

MITIGATION AND MONITORING: Permittee shall be responsible for ensuring that all mitigation and monitoring requirements, as proposed in the lead agency's environmental document, are fulfilled and that all regulatory agency coordination and permit requirements are completed prior to beginning construction.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

AS-BUILT PLANS: After completion of the permitted work and prior to acceptance by Caltrans, Permittee shall submit standard unit (US) as-built plans to the Caltrans District 2 Permit office. As-built plans shall be tied to points that are compatible with the Caltrans datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities. A responsible member of Permittee's staff shall sign the as-built plans.

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

Name: Tehama County Transportation Commission
Permit No. 0214-NBS-0347
Date: September 17, 2014

MAINTENANCE OF FACILITIES:

MAINTENANCE OF FACILITIES: Permittee shall, at Permittee's expense, maintain any facilities constructed or permitted under this encroachment permit.

MAINTENANCE ENCROACHMENT PERMIT: All routine and emergency maintenance work required for facilities located within the State right-of-way will require a separate encroachment permit.

UTILITIES:

CONFLICTS WITH UTILITIES: Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit. If existing public or private utilities conflict with the construction of project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation or removal of such facilities. Total costs for such protection, relocation or removal shall be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Permittee shall require any utility company performing relocation in the State's right of way to obtain a State Encroachment Permit prior to the performance of said relocation work.

UTILITIES ON AS-BUILT PLANS: Any relocated utilities shall be correctly located and identified on the as-built plans.

NOTIFICATION OF U.S.A.: Permittee shall call Underground Service Alert at least two working days prior to performing any excavation deeper than one-foot or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notification center phone number is 1-800-642-2444.

NOTIFICATION OF CALTRANS: Caltrans is not part of USA Underground Locate; therefore, prior to beginning any work, Caltrans electrical supervisor Jon Miller shall be notified at 530-225-3469 to locate electrical connections, and Karen Carmo at 530-225-3042 to locate all underground count stations.

TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way, or work is performed within 6 feet of the edge of traveled way (ETW, white edge stripe), a lane closure shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T11* entitled "*Traffic Control System for Lane Closure on Multilane Conventional Highways*". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0347
 Date: September 17, 2014

SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), or work is performed within 20 feet of the ETW, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T11* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

SIDEWALK CLOSURE: Whenever work is being performed above or adjacent to the sidewalk, the sidewalk shall be closed to pedestrians, as shown on the attached *Sidewalk Closures and Bypass Walkway* plan sheet. For sidewalk closures, Permittee shall install, maintain, and remove, when no longer needed, all pedestrian detours. Sidewalk closures and detour plans must be approved by State's Representative prior to beginning work. **The sidewalk shall remain open to pedestrians when work is not actively in progress.**

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday. If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended. Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

EXCAVATIONS:

LOCATION OF FACILITY: The location of the proposed facility shall be staked, and the location approved by the State's representative prior to any excavation. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans.

OPEN EXCAVATIONS: When work is not actively in progress, trenches and excavation within 20 feet of the edge of traveled way (ETW, white edge stripe) or 10 feet from the edge of pavement (EP), whichever is greater, shall be closed (backfilled and compacted) in compliance with the attached *Open Trench Signing and Marking, EPI* drawing. Steel traffic plates may be used to close excavation overnight in place of backfill upon approval of State's Representative. All disturbed areas and facilities shall be restored to original condition and to the satisfaction of State's Representative.

PROTECTION OF EXISTING FACILITIES: Existing curb, gutter and sidewalk, drainage pipe, structures and signs shall be protected from damage. All regulatory signs that are disturbed by the Permittee's operation shall be temporarily reset at a location directed by State's representative. All signs shall be placed back in their original location as soon as the trench has been backfilled. The cutting of any drainage pipe shall not be permitted.

REMOVAL OF TREES: Permittee shall not be allowed to remove any trees within the right of way.

Name: Tehama County Transportation Commission
Permit No. 0214-NBS-0347
Date: September 17, 2014

CONCRETE PAD:

SAW CUT: Where concrete pad is to be placed, existing paving shall be saw cut to a neat line 1 to 2 feet from the edge of the pad, if needed. Work shall include removing the asphalt concrete, and re-paving to the pad edge after placement of the new concrete pad. Existing concrete sidewalk shall be cut at the score line.

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

BUS SHELTER:

LOCATION OF FACILITY: This shelter shall be placed as far back onto the pad as possible to maximize the distance from the back of curb and the bus shelter. The location of the proposed facility shall be marked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans. **In no case shall any facility installed with this permit create a pinch point less than 48-inches between obstructions. All constructed facilities shall comply with all ADA requirements.**

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

GROUND AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter. **Existing curb adjacent to the bus stop shall be repainted red to the satisfaction of the State's Representative.**

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No. 0214-NBS-0306	
Dist/Co/Rte/PM 02-TEH-36-43.2 RT	
Date September 16, 2014	
Fee Paid \$ Exempt	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)
Customer Reference No.	

In compliance with (Check one):

- Your application of **August 5, 2014**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO:
Tehama County Transportation Commission
9380 San Benito Avenue
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462

, PERMITTEE

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

Construct, own, and maintain a bus stop and shelter right of post mile 43.2 on State Route 36 in Red Bluff, Tehama County.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work (**ten days if any lane closures or traffic control will be necessary**), notify Permit Inspector **Fred Chaffin**, telephone 530-225-3121, 1657 Riverside Drive, Redding, CA 96001, who will arrange for inspection and approval of the work covered by 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 Special Provisions Permit Closure Schedules, T11, EP1
- 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 Special Provisions
- Yes No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.

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

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

(If any Caltrans effort expended)

This permit is void unless the work is completed before **December 31, 2015**.

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.

- 1 - Permittee
- 1 - Chaffin
- 1 - Maintenance Supervisor

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:

Gacey Barnes

DB

STACEY BARNES, District Permit Engineer, District 2

- 1 - File

ADA Notice

FM 91 1436

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 653-3657 or TDD (916) 654-3680 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0306
 Date: September 16, 2014

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

FUTURE MOVING OF FACILITIES: Permittee shall, at Permittee's expense, rearrange permitted facilities at the request of the State for construction, reconstruction, or maintenance work on the highway performed by or for the State.

COOPERATION: Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36, "Utility and Non-Highway Facilities," of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State's Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation.

PROTECTION OF SURVEY MONUMENTS: Your attention is directed to Section 5-1.36, "Preservation of Property," of the Standard Specifications and to Section 8771, "Monuments," of the Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to beginning work. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

TIME EXTENSION: Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee's expense, to comply with upgrades in highway design policies.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0306
 Date: September 16, 2014

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

The approach end of temporary railing (Type K) installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing. Temporary crash cushion modules shall be of sizes, quantity and placement as determined by State's Representative.

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

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

WATER POLLUTION PREVENTION: The California State Water Resources Control Board (SWRCB) has adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Order No. 2009-0009-DWQ) (hereafter called General Permit). The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering surface and underground waters of the State. Permittee shall comply with all applicable requirements of the NPDES permit. As the project proponent, the permittee is the Legally Responsible Person (LRP) as defined in the General Permit.

MITIGATION AND MONITORING: Permittee shall be responsible for ensuring that all mitigation and monitoring requirements, as proposed in the lead agency's environmental document, are fulfilled and that all regulatory agency coordination and permit requirements are completed prior to beginning construction.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

AS-BUILT PLANS: After completion of the permitted work and prior to acceptance by Caltrans, Permittee shall submit standard unit (US) as-built plans to the Caltrans District 2 Permit office. As-built plans shall be tied to points that are compatible with the Caltrans datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities. A responsible member of Permittee's staff shall sign the as-built plans.

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0306
 Date: September 16, 2014

MAINTENANCE OF FACILITIES:

MAINTENANCE OF FACILITIES: Permittee shall, at Permittee's expense, maintain any facilities constructed or permitted under this encroachment permit.

MAINTENANCE ENCROACHMENT PERMIT: All routine and emergency maintenance work required for facilities located within the State right-of-way will require a separate encroachment permit.

UTILITIES:

CONFLICTS WITH UTILITIES: Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit. If existing public or private utilities conflict with the construction of project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation or removal of such facilities. Total costs for such protection, relocation or removal shall be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Permittee shall require any utility company performing relocation in the State's right of way to obtain a State Encroachment Permit prior to the performance of said relocation work.

UTILITIES ON AS-BUILT PLANS: Any relocated utilities shall be correctly located and identified on the as-built plans.

NOTIFICATION OF U.S.A.: Permittee shall call Underground Service Alert at least two working days prior to performing any excavation deeper than one-foot or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notification center phone number is 1-800-642-2444.

NOTIFICATION OF CALTRANS: Caltrans is not part of USA Underground Locate; therefore, prior to beginning any work, Caltrans electrical supervisor Jon Miller, shall be notified at 530-225-3469 to locate electrical connections, and Karen Carmo at 530-225-3042 to locate all underground count stations.

TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way, or work is performed within 6 feet of the edge of traveled way (ETW, white edge stripe), a lane closure shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T11* entitled "*Traffic Control System for Lane Closure on Multilane Conventional Highways*". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0306
 Date: September 16, 2014

SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), or work is performed within 20 feet of the ETW, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T11* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday. If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended. Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

EXCAVATIONS:

LOCATION OF FACILITY: The location of the proposed facility shall be staked, and the location approved by the State's representative prior to any excavation. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans.

OPEN EXCAVATIONS: When work is not actively in progress, trenches and excavation within 20 feet of the edge of traveled way (ETW, white edge stripe) or 10 feet from the edge of pavement (EP), whichever is greater, shall be closed (backfilled and compacted) in compliance with the attached *Open Trench Signing and Marking, EPI* drawing. Steel traffic plates may be used to close excavation overnight in place of backfill upon approval of State's Representative. All disturbed areas and facilities shall be restored to original condition and to the satisfaction of State's Representative.

PROTECTION OF EXISTING FACILITIES: Existing curb, gutter and sidewalk, drainage pipe, structures and signs shall be protected from damage. All regulatory signs that are disturbed by the Permittee's operation shall be temporarily reset at a location directed by State's representative. All signs shall be placed back in their original location as soon as the trench has been backfilled. The cutting of any drainage pipe shall not be permitted.

REMOVAL OF TREES: Permittee shall not be allowed to remove any trees within the right of way.

Name: Tehama County Transportation Commission
Permit No. 0214-NBS-0306
Date: September 16, 2014

CONCRETE PAD:

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

BUS SHELTER:

LOCATION OF FACILITY: This shelter shall be placed as far back onto the pad as possible to maximize the distance from the back of curb and the bus shelter. The location of the proposed facility shall be staked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans. **All constructed facilities shall comply with all ADA requirements.**

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

GROUNDS AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter and in a non-erodible condition, by placing aggregate base, mulch, or other approved measures. **Existing curb adjacent to the bus stop shall be repainted red to the satisfaction of the State's Representative.**

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No. 0214-NBS-0307	
Dist/Co/Rte/PM 02-TEH-36-43.62 RT	
Date August 29, 2014	
Fee Paid \$ Exempt	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)
Customer Reference No.	

In compliance with (Check one):

- Your application of **August 5, 2014**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO:

Tehama County Transportation Commission
9380 San Benito Avenue
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462

SEP - 8 2014

, PERMITTEE

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

Construct, own, and maintain a bus stop and shelter right of post mile 43.62 on State Route 36 in Red Bluff, Tehama County.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work (**ten days if any lane closures or traffic control will be necessary**), notify Permit Inspector **Fred Chaffin**, telephone 530-225-3121, 1657 Riverside Drive, Redding, CA 96001, who will arrange for inspection and approval of the work covered by 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 Special Provisions **Permit Closure Schedules, T11, Sidewalk Closure, EPI**
- 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 Special Provisions

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

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

(If any Caltrans effort expended)

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

This permit is void unless the work is completed before **December 31, 2015**.

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.

- 1 - Permittee
- 1 - Chaffin
- 1 - Maintenance Supervisor

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:

- 1 - File

DB

STACEY BARNES, District Permit Engineer, District 2

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0307
 Date: August 29, 2014

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

FUTURE MOVING OF FACILITIES: Permittee shall, at Permittee's expense, rearrange permitted facilities at the request of the State for construction, reconstruction, or maintenance work on the highway performed by or for the State.

COOPERATION: Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36, "Utility and Non-Highway Facilities," of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State's Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation.

PROTECTION OF SURVEY MONUMENTS: Your attention is directed to Section 5-1.36, "Preservation of Property," of the Standard Specifications and to Section 8771, "Monuments," of the Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to beginning work. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

TIME EXTENSION: Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee's expense, to comply with upgrades in highway design policies.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0307
 Date: August 29, 2014

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

The approach end of temporary railing (Type K) installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing. Temporary crash cushion modules shall be of sizes, quantity and placement as determined by State's Representative.

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

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

WATER POLLUTION PREVENTION: The California State Water Resources Control Board (SWRCB) has adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Order No. 2009-0009-DWQ) (hereafter called General Permit). The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering surface and underground waters of the State. Permittee shall comply with all applicable requirements of the NPDES permit. As the project proponent, the permittee is the Legally Responsible Person (LRP) as defined in the General Permit.

MITIGATION AND MONITORING: Permittee shall be responsible for ensuring that all mitigation and monitoring requirements, as proposed in the lead agency's environmental document, are fulfilled and that all regulatory agency coordination and permit requirements are completed prior to beginning construction.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

AS-BUILT PLANS: After completion of the permitted work and prior to acceptance by Caltrans, Permittee shall submit standard unit (US) as-built plans to the Caltrans District 2 Permit office. As-built plans shall be tied to points that are compatible with the Caltrans datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities. A responsible member of Permittee's staff shall sign the as-built plans.

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

Name: Tehama County Transportation Commission
Permit No. 0214-NBS-0307
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MAINTENANCE OF FACILITIES:

MAINTENANCE OF FACILITIES: Permittee shall, at Permittee's expense, maintain any facilities constructed or permitted under this encroachment permit.

MAINTENANCE ENCROACHMENT PERMIT: All routine and emergency maintenance work required for facilities located within the State right-of-way will require a separate encroachment permit.

UTILITIES:

CONFLICTS WITH UTILITIES: Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit. If existing public or private utilities conflict with the construction of project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation or removal of such facilities. Total costs for such protection, relocation or removal shall be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Permittee shall require any utility company performing relocation in the State's right of way to obtain a State Encroachment Permit prior to the performance of said relocation work.

UTILITIES ON AS-BUILT PLANS: Any relocated utilities shall be correctly located and identified on the as-built plans.

NOTIFICATION OF U.S.A.: Permittee shall call Underground Service Alert at least two working days prior to performing any excavation deeper than one-foot or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notification center phone number is 1-800-642-2444.

NOTIFICATION OF CALTRANS: Caltrans is not part of USA Underground Locate; therefore, prior to beginning any work, Caltrans electrical supervisor Jon Miller, shall be notified at 530-225-3469 to locate electrical connections, and Karen Carmo at 530-225-3042 to locate all underground count stations.

TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way (ETW, white edge stripe), reversing, one-way traffic control shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T11* entitled "*Traffic Control System for Lane Closure on Multilane Conventional Highways*". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

Name: Tehama County Transportation Commission
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 Date: August 29, 2014

SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T11* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

SIDEWALK CLOSURE: Whenever work is being performed above or adjacent to the sidewalk, the sidewalk shall be closed to pedestrians, as shown on the attached *Sidewalk Closures and Bypass Walkway* plan sheet. For sidewalk closures, Permittee shall install, maintain, and remove, when no longer needed, all pedestrian detours. Sidewalk closures and detour plans must be approved by State's Representative prior to beginning work. **The sidewalk shall remain open to pedestrians when work is not actively in progress.**

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: **By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday.** If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: **Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended.** Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

EXCAVATIONS:

LOCATION OF FACILITY: The location of the proposed facility shall be staked, and the location approved by the State's representative prior to any excavation. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans.

OPEN EXCAVATIONS: When work is not actively in progress, trenches and excavation within 20 feet of the edge of traveled way (ETW, white edge stripe) or 10 feet from the edge of pavement (EP), whichever is greater, shall be closed (backfilled and compacted) in compliance with the attached *Open Trench Signing and Marking, EPI* drawing. Steel traffic plates may be used to close excavation overnight in place of backfill upon approval of State's Representative. All disturbed areas and facilities shall be restored to original condition and to the satisfaction of State's Representative.

PROTECTION OF EXISTING FACILITIES: Existing curb, gutter and sidewalk, drainage pipe, structures and signs shall be protected from damage. All regulatory signs that are disturbed by the Permittee's operation shall be temporarily reset at a location directed by State's representative. All signs shall be placed back in their original location as soon as the trench has been backfilled. The cutting of any drainage pipe shall not be permitted.

REMOVAL OF TREES: Permittee shall not be allowed to remove any trees within the right of way.

Name: Tehama County Transportation Commission
Permit No. 0214-NBS-0307
Date: August 29, 2014

CONCRETE PAD:

SAW CUT: Where concrete pad is to be placed, existing paving shall be saw cut to a neat line 1 to 2 feet from the edge of the pad. Work shall include removing the asphalt concrete, and re-paving to the pad edge after placement of the new concrete pad. Existing concrete sidewalk shall be cut at the score line.

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

BUS SHELTER:

LOCATION OF FACILITY: This shelter shall be placed as far back onto the pad as possible to maximize the distance from the white roadway edge stripe (ETW) and the bus shelter. The location of the proposed facility shall be staked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans. **In no case shall any facility installed with this permit create a pinch point less than 48-inches between obstructions. All constructed facilities shall comply with all ADA requirements.**

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

GROUNDS AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter and in a non-erodible condition, by placing aggregate base, mulch, or other approved measures. **Existing curb adjacent to the bus stop shall be repainted red to the satisfaction of the State's Representative.**

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

ENCROACHMENT PERMIT RIDER

TR-0122 (REV 6/99)

Collected By	Permit No. (Original) 0212-NBS-0480
Rider Fee Paid EXEMPT	Dist/Co/Rte/PM 02-TEH-99-19.8 LT
Date December 26, 2014	
	Rider Number 0214-NRT-0569

, PERMITTEE

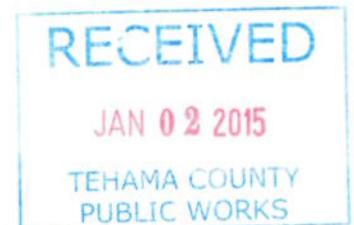
TO:

Tehama County Transportation Commission 9380 San Benito Way Gerber, CA 96035 Attention: Gary Antone Phone: 530-385-1462	
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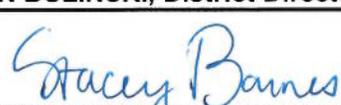
In compliance with your request of December 22, 2014, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: December 31, 2015.

For Reference Only - Not for the Purpose of Bidding



Except as amended, all other terms and provisions of the original permit shall remain in effect.

1 - Permittee 1 - Chaffin 2 - File	APPROVED: JOHN BULINSKI, District Director, District 2 BY:  STACEY BARNES, District Permit Engineer, District 2
DB	

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

In compliance with (Check one):		Permit No. 0212-NBS-0480
<input checked="" type="checkbox"/> Your application of October 30, 2012		Dist/Co/Rte/PM 02-TEH-99-19.8 LT
<input type="checkbox"/> Utility Notice No. _____ of _____		Date March 12, 2014
<input type="checkbox"/> Agreement No. _____ of _____		Fee Paid \$ Exempt
<input type="checkbox"/> R/W Contract No. _____ of _____		Deposit \$
		Performance Bond Amount (1) \$
		Payment Bond Amount (2) \$
		Bond Company
		Bond Number (1)
		Bond Number (2)
		Customer Reference No.

TO:

Tehama County Transportation Commission
9380 San Benito Avenue
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462



PERMITTEE

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

Construct, own, and maintain a bus stop and shelter left of post mile 19.8 on State Route 36 in Red Bluff, Tehama County.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work (**ten days if any lane closures or traffic control will be necessary**), notify Permit Inspector **Fred Chaffin**, telephone 530-225-3121, 1657, Redding, CA 96001, AND Redding Landscape Supervisor Mark Ayers, telephone 530-527-3309, who will arrange for inspection and approval of the work covered by 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):		In addition to fee, the permittee will be billed actual costs for:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	General Provisions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Review
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Utility Maintenance Provisions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Inspection
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Provisions ADA Cert, Permit Closure Schedules, T11, Sidewalk Closure, EP1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Field Work
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A Cal-OSHA permit, if required: Permit No. _____	(If any Caltrans effort expended)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As-Built Plans Submittal Route Slip for Locally Advertised Projects	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Storm Water Special Provisions	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.	

This permit is void unless the work is completed before **December 31, 2014**.

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.

1 - Permittee 1 - Chaffin 1 - Maintenance Supervisor 1 - Mark Ayers, Landscape Supervisor	APPROVED: JOHN BULINSKI, District Director, District 2
1 - File	BY: <i>Stacey Barnes</i> STACEY BARNES, District Permit Engineer, District 2

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0480
Date: March 12, 2014

Site 18; Encroachment Permit

ADA COMPLIANCE: Prior to beginning of work, the attached *Certification of Compliance with ADA* shall be signed and returned to the Encroachment Permit office. Prior to final approval of work in the State's right of way, the *Certification of Compliance with ADA* shall be signed and submitted after the work is complete.

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

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HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

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Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0480
Date: March 12, 2014

Site 18; Encroachment Permit

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

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TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way (ETW, white edge stripe), reversing, one-way traffic control shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T11* entitled "Traffic Control System for Lane Closure on Multilane Conventional Highways". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0480
Date: March 12, 2014

Site 18; Encroachment Permit

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T11* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

SIDEWALK CLOSURE: Whenever work is being performed above or adjacent to the sidewalk, the sidewalk shall be closed to pedestrians, as shown on the attached *Sidewalk Closures and Bypass Walkway* plan sheet. For sidewalk closures, Permittee shall install, maintain, and remove, when no longer needed, all pedestrian detours. Sidewalk closures and detour plans must be approved by State's Representative prior to beginning work. **The sidewalk shall remain open to pedestrians when work is not actively in progress.**

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday. If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended. Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

EXCAVATIONS:

LOCATION OF FACILITY: The location of the proposed facility shall be staked, and the location approved by the State's representative prior to any excavation. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans.

OPEN EXCAVATIONS: When work is not actively in progress, trenches and excavation within 20 feet of the edge of traveled way (ETW, white edge stripe) or 10 feet from the edge of pavement (EP), whichever is greater, shall be closed (backfilled and compacted) in compliance with the attached *Open Trench Signing and Marking, EPI* drawing. Steel traffic plates may be used to close excavation overnight in place of backfill upon approval of State's Representative. All disturbed areas and facilities shall be restored to original condition and to the satisfaction of State's Representative.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0480
Date: March 12, 2014

Site 18; Encroachment Permit

PROTECTION OF EXISTING FACILITIES: Existing curb, gutter and sidewalk, drainage pipe, structures and signs shall be protected from damage. All regulatory signs that are disturbed by the Permittee's operation shall be temporarily reset at a location directed by State's representative. All signs shall be placed back in their original location as soon as the trench has been backfilled. The cutting of any drainage pipe shall not be permitted.

REMOVAL OF TREES: Permittee shall not be allowed to remove any trees within the right of way.

CONCRETE PAD:

SAW CUT: Where concrete pad is to be placed, existing paving shall be saw cut to a neat line 1 to 2 feet from the edge of the pad. Work shall include removing the asphalt concrete, and re-paving to the pad edge after placement of the new concrete pad. Existing concrete sidewalk shall be cut at the score line.

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

BUS SHELTER:

LOCATION OF FACILITY: This shelter shall be placed as far back onto the pad as possible to maximize the distance from the white roadway edge stripe (ETW) and the bus shelter. The location of the proposed facility shall be staked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans. **In no case shall any facility installed with this permit create a pinch point less than 48-inches between obstructions. All constructed facilities shall comply with all ADA requirements.**

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

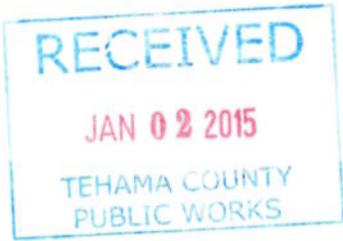
GROUNDS AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter and in a non-erodible condition, by placing aggregate base, mulch, or other approved measures. **Existing groundcover and cobbles shall be relocated, and additional groundcover provided for the proposed fill, to the satisfaction of the State's Representative.**

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

ENCROACHMENT PERMIT RIDER

TR-0122 (REV 6/99)



Collected By	Permit No. (Original) 0212-NBS-0478
Rider Fee Paid EXEMPT	Dist/Co/Rte/PM 02-TEH-99-12.5 LT
Date December 26, 2014	
	Rider Number 0214-NRT-0567

, PERMITTEE

TO: Tehama County Transportation Commission
9380 San Benito Way
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462

In compliance with your request of December 22, 2014, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: December 31, 2015.

For Reference Only - Not for the Purpose of Bidding

Except as amended, all other terms and provisions of the original permit shall remain in effect.

1 - Permittee 1 - Chaffin 2 - File DB	<p>APPROVED:</p> <p>JOHN BULINSKI, District Director, District 2</p> <hr/> <p>BY: <i>Stacey Barnes</i> STACEY BARNES, District Permit Engineer, District 2</p>
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ENCROACHMENT PERMIT RIDER

TR-0122 (REV 6/99)

Collected By	Permit No. (Original) 0212-NBS-0478
Rider Fee Paid EXEMPT	Dist/Co/Rte/PM 02-TEH-99-12.5 LT
Date February 11, 2014	
	Rider Number 0214-NRT-0075

, PERMITTEE

TO: Tehama County Transportation Commission
9380 San Benito Way
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462

In compliance with your request of February 11, 2014, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: December 31, 2014.

In addition, the attached plan shall be used to construct improvements within the State right of way and provide traffic control for construction of other improvements authorized under the original permit.

Except as amended, all other terms and provisions of the original permit shall remain in effect.

1 - Permittee
1 - Chaffin
2 - File

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:



STACEY BARNES, District Permit Engineer, District 2

DB

ADA NOTICE

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916)654-6410 or TDD (916)654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No. 0212-NBS-0478	
Dist/Co/Rte/PM 02-TEH-99-12.5 LT	
Date January 8, 2013	
Fee Paid \$ Exempt	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)
Customer Reference No.	

In compliance with (Check one):

- Your application of October 30, 2012
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

TO:

Tehama County Transportation Commission
9380 San Benito Avenue
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462



, PERMITTEE

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

Construct, own, and maintain a bus stop and shelter left of post mile 12.50 on State Route 99 in Los Molinos, Tehama County.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work (**ten days if any lane closures or traffic control will be necessary**), notify Permit Inspector Fred Chaffin, telephone 530-225-3121, P.O. Box 496073, Redding, CA 96049-6073, who will arrange for inspection and approval of the work covered by 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 Special Provisions Permit Closure Schedules, T13, Sidewalk Closure
- 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 Special Provisions

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

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

(If any Caltrans effort expended)

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

This permit is void unless the work is completed before December 31, 2013.

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.

- 1 - Permittee
- 1 - Chaffin
- 1 - Maintenance Supervisor

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:

Stacey Barnes

DB STACEY BARNES, District Permit Engineer, District 2

1 - File

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.

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0478
Date: January 8, 2013

Site 19; Encroachment Permit

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

FUTURE MOVING OF FACILITIES: Permittee shall, at Permittee's expense, rearrange permitted facilities at the request of the State for construction, reconstruction, or maintenance work on the highway performed by or for the State.

COOPERATION: Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36, "Utility and Non-Highway Facilities," of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State's Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation.

PROTECTION OF SURVEY MONUMENTS: Your attention is directed to Section 5-1.36, "Preservation of Property," of the Standard Specifications and to Section 8771, "Monuments," of the Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to beginning work. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

TIME EXTENSION: Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee's expense, to comply with upgrades in highway design policies.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0478
Date: January 8, 2013

Site 19; Encroachment Permit

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

The approach end of temporary railing (Type K) installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing. Temporary crash cushion modules shall be of sizes, quantity and placement as determined by State's Representative.

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

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

WATER POLLUTION PREVENTION: The California State Water Resources Control Board (SWRCB) has adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Order No. 2009-0009-DWQ) (hereafter called General Permit). The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering surface and underground waters of the State. Permittee shall comply with all applicable requirements of the NPDES permit. As the project proponent, the permittee is the Legally Responsible Person (LRP) as defined in the General Permit.

MITIGATION AND MONITORING: Permittee shall be responsible for ensuring that all mitigation and monitoring requirements, as proposed in the lead agency's environmental document, are fulfilled and that all regulatory agency coordination and permit requirements are completed prior to beginning construction.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

AS-BUILT PLANS: After completion of the permitted work and prior to acceptance by Caltrans, Permittee shall submit standard unit (US) as-built plans to the Caltrans District 2 Permit office. As-built plans shall be tied to points that are compatible with the Caltrans datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities. A responsible member of Permittee's staff shall sign the as-built plans.

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0478
Date: January 8, 2013

Site 19; Encroachment Permit

MAINTENANCE OF FACILITIES:

MAINTENANCE OF FACILITIES: Permittee shall, at Permittee's expense, maintain any facilities constructed or permitted under this encroachment permit.

MAINTENANCE ENCROACHMENT PERMIT: All routine and emergency maintenance work required for facilities located within the State right-of-way will require a separate encroachment permit.

UTILITIES:

CONFLICTS WITH UTILITIES: Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit. If existing public or private utilities conflict with the construction of project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation or removal of such facilities. Total costs for such protection, relocation or removal shall be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Permittee shall require any utility company performing relocation in the State's right of way to obtain a State Encroachment Permit prior to the performance of said relocation work.

UTILITIES ON AS-BUILT PLANS: Any relocated utilities shall be correctly located and identified on the as-built plans.

NOTIFICATION OF U.S.A.: Permittee shall call Underground Service Alert at least two working days prior to performing any excavation deeper than one-foot or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notification center phone number is 1-800-642-2444.

NOTIFICATION OF CALTRANS: Caltrans is not part of USA Underground Locate; therefore, prior to beginning any work, Caltrans electrical supervisor Jon Miller, shall be notified at 530-225-3469 to locate electrical connections, and Karen Carmo at 530-225-3042 to locate all underground count stations.

TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way (ETW, white edge stripe), reversing, one-way traffic control shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T13* entitled "*Traffic Control System for Lane Closure on Two Lane Conventional Highways*". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T13* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0478
Date: January 8, 2013

Site 19; Encroachment Permit

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday. If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended. Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

CONCRETE PAD:

SAW CUT: Where concrete pad is to be placed, existing paving shall be saw cut to a neat line 1 to 2 feet from the edge of the pad. Work shall include removing the asphalt concrete, and re-paving to the pad edge after placement of the new concrete pad. Existing concrete sidewalk shall be cut at the score line.

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

BUS SHELTER:

LOCATION OF FACILITY: The location of the proposed facility shall be staked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans. **In no case shall any facility installed with this permit create a pinch point less than 48-inches between obstructions.**

Name: Tehama County Transportation Commission
Permit No.: 0212-NBS-0478
Date: January 8, 2013

Site 19; Encroachment Permit

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

GROUNDS AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter and in a non-erodible condition, by placing aggregate base, mulch, or other approved measures.

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

For Reference Only- Not for the Purpose of Bidding

ENCROACHMENT PERMIT RIDER

TR-0122 (REV 6/99)

Collected By	Permit No. (Original) 0212-NBS-0479
Rider Fee Paid EXEMPT	Dist/Co/Rte/PM 02-TEH-99-12.5 RT
Date December 26, 2014	
	Rider Number 0214-NRT-0568

, PERMITTEE

TO:
 Tehama County Transportation Commission
 9380 San Benito Way
 Gerber, CA 96035

 Attention: Gary Antone
 Phone: 530-385-1462



In compliance with your request of December 22, 2014, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: December 31, 2015.

For Reference Only - Not for the Purpose of Bidding

Except as amended, all other terms and provisions of the original permit shall remain in effect.

1 - Permittee 1 - Chaffin 2 - File	APPROVED: JOHN BULINSKI, District Director, District 2
DB	BY:  STACEY BARNES, District Permit Engineer, District 2

ADA NOTICE

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ENCROACHMENT PERMIT RIDER

Site 20; Encroachment Permit

TR-0122 (REV 6/99)

Collected By	Permit No. (Original) 0212-NBS-0479
Rider Fee Paid EXEMPT	Dist/Co/Rte/PM 02-TEH-99-12.5 RT
Date February 11, 2014	
	Rider Number 0214-NRT-0072

, PERMITTEE

TO: Tehama County Transportation Commission
9380 San Benito Way
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462

In compliance with your request of February 11, 2014, we are hereby amending the above numbered encroachment permit as follows:

Date of completion extended to: December 31, 2014.

In addition, the attached plan shall be used to construct improvements authorized under the original permit.



Except as amended, all other terms and provisions of the original permit shall remain in effect.

1 - Permittee 1 - Chaffin 2 - File DB	APPROVED: JOHN BULINSKI, District Director, District 2
	BY:  STACEY BARNES, District Permit Engineer, District 2

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No.
0212-NBS-0479

In compliance with (Check one):

- Your application of **October 30, 2012**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

Dist/Co/Rte/PM
02-TEH-99-12.5 RT

Date
January 14, 2013

Fee Paid \$ Exempt	Deposit \$
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Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
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Bond Company

Bond Number (1)	Bond Number (2)
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Customer Reference No.

TO:

Tehama County Transportation Commission
9380 San Benito Avenue
Gerber, CA 96035

Attention: Gary Antone
Phone: 530-385-1462



, PERMITEE

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

Construct, own, and maintain a bus stop and shelter right of post mile 12.5 on State Route 99 in Red Bluff, Tehama County.

PERMITEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work (ten days if any lane closures or traffic control will be necessary), notify Permit Inspector Fred Chaffin, telephone 530-225-3121, P.O. Box 496073, Redding, CA 96049-6073, who will arrange for inspection and approval of the work covered by 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 Special Provisions **Permit Closure Schedules, T13, Sidewalk Closure, RS1, RS2**
- 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 Special Provisions

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

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

(If any Caltrans effort expended)

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

This permit is void unless the work is completed before **December 31, 2013**.

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.

- 1 - Permittee
- 1 - Chaffin
- 1 - Maintenance Supervisor

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:

Stacey Barnes

DB

STACEY BARNES, District Permit Engineer, District 2

1 - File

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.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0479
Date: January 14, 2013

Site 20; Encroachment Permit

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

FUTURE MOVING OF FACILITIES: Permittee shall, at Permittee's expense, rearrange permitted facilities at the request of the State for construction, reconstruction, or maintenance work on the highway performed by or for the State.

COOPERATION: Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36, "Utility and Non-Highway Facilities," of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State's Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation.

PROTECTION OF SURVEY MONUMENTS: Your attention is directed to Section 5-1.36, "Preservation of Property," of the Standard Specifications and to Section 8771, "Monuments," of the Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to beginning work. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

TIME EXTENSION: Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee's expense, to comply with upgrades in highway design policies.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

The approach end of temporary railing (Type K) installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing. Temporary crash cushion modules shall be of sizes, quantity and placement as determined by State's Representative.

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

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

WATER POLLUTION PREVENTION: The California State Water Resources Control Board (SWRCB) has adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Order No. 2009-0009-DWQ) (hereafter called General Permit). The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering surface and underground waters of the State. Permittee shall comply with all applicable requirements of the NPDES permit. As the project proponent, the permittee is the Legally Responsible Person (LRP) as defined in the General Permit.

MITIGATION AND MONITORING: Permittee shall be responsible for ensuring that all mitigation and monitoring requirements, as proposed in the lead agency's environmental document, are fulfilled and that all regulatory agency coordination and permit requirements are completed prior to beginning construction.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

AS-BUILT PLANS: After completion of the permitted work and prior to acceptance by Caltrans, Permittee shall submit standard unit (US) as-built plans to the Caltrans District 2 Permit office. As-built plans shall be tied to points that are compatible with the Caltrans datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities. A responsible member of Permittee's staff shall sign the as-built plans.

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0479
Date: January 14, 2013

Site 20; Encroachment Permit

MAINTENANCE OF FACILITIES:

MAINTENANCE OF FACILITIES: Permittee shall, at Permittee's expense, maintain any facilities constructed or permitted under this encroachment permit.

MAINTENANCE ENCROACHMENT PERMIT: All routine and emergency maintenance work required for facilities located within the State right-of-way will require a separate encroachment permit.

UTILITIES:

CONFLICTS WITH UTILITIES: Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit. If existing public or private utilities conflict with the construction of project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation or removal of such facilities. Total costs for such protection, relocation or removal shall be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Permittee shall require any utility company performing relocation in the State's right of way to obtain a State Encroachment Permit prior to the performance of said relocation work.

UTILITIES ON AS-BUILT PLANS: Any relocated utilities shall be correctly located and identified on the as-built plans.

NOTIFICATION OF U.S.A.: Permittee shall call Underground Service Alert at least two working days prior to performing any excavation deeper than one-foot or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notification center phone number is 1-800-642-2444.

NOTIFICATION OF CALTRANS: Caltrans is not part of USA Underground Locate; therefore, prior to beginning any work, Caltrans electrical supervisor Jon Miller, shall be notified at 530-225-3469 to locate electrical connections, and Karen Carmo at 530-225-3042 to locate all underground count stations.

TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way (ETW, white edge stripe), reversing, one-way traffic control shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T13* entitled "*Traffic Control System for Lane Closure on Two Lane Conventional Highways*". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0479
Date: January 14, 2013

Site 20; Encroachment Permit

SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T13* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday. If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended. Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

CONCRETE PAD:

SAW CUT: Where concrete pad is to be placed, existing paving shall be saw cut to a neat line 1 to 2 feet from the edge of the pad. Work shall include removing the asphalt concrete, and re-paving to the pad edge after placement of the new concrete pad. Existing concrete sidewalk shall be cut at the score line.

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

Name: Tehama County Transportation Commission
Permit No. 0212-NBS-0479
Date: January 14, 2013

Site 20; Encroachment Permit

BUS SHELTER:

LOCATION OF FACILITY: This shelter shall be placed as far back onto the pad as possible to maximize the distance from the white roadway edge stripe (ETW) and the bus shelter. The location of the proposed facility shall be staked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans. **In no case shall any facility installed with this permit create a pinch point less than 48-inches between obstructions. All constructed facilities shall comply with all ADA requirements.**

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

GROUND AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter and in a non-erodible condition, by placing aggregate base, mulch, or other approved measures.

SIGNS:

EXISTING SIGNS: Existing directional signs shall be relocated to the south of this site (not attached to other signs) on new posts as directed by the State's Representative.

MOUNTING POST: The signs shall be set using two (2) 4 inch X 4 inch treated wood post (see attached Caltrans *Standard Plans RS1* and *RS2* for installation details), or as directed by the State's Representative..

BOTTOM CLEARANCE: Bottom of signs shall be 5 feet above the highway surface or 7 feet above the sidewalk surface, whichever is greater.

OBSTRUCTION OF OTHER SIGNS: The proposed signs shall not obstruct the view of existing signs.

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No.
0214-NBS-0304

In compliance with (Check one):

- Your application of **August 5, 2014**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

Dist/Co/Rte/PM
02-TEH-36-42.18 LT

Date
September 17, 2014

Fee Paid \$ Exempt	Deposit \$
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Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
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Bond Company

Bond Number (1)	Bond Number (2)
-----------------	-----------------

TO:
Tehama County Transportation Commission
9380 San Benito Avenue
Gerber, CA 96035



Customer Reference No.

Attention: Gary Antone
Phone: 530-385-1462

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

Construct, own, and maintain a bus stop and shelter left of post mile 42.18 on State Route 36 in Red Bluff, Tehama County. **A pre-construction meeting is required prior to work to lay out the exact location of the bus shelter.**

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY STATE'S REPRESENTATIVE: At least five working days before starting any work (**ten days if any lane closures or traffic control will be necessary**), notify Permit Inspector **Fred Chaffin**, telephone 530-225-3121, 1657 Riverside Drive, Redding, CA 96001, **who will arrange for the required pre-work meeting** and for inspection and approval of the work covered by 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):			In addition to fee, the permittee will be billed actual costs for:		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	General Provisions	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Review
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Utility Maintenance Provisions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Inspection
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Special Provisions Permit Closure Schedules, T11, Sidewalk Closure, EP1	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Field Work
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	A Cal-OSHA permit, if required: Permit No. _____	<i>(If any Caltrans effort expended)</i>		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	As-Built Plans Submittal Route Slip for Locally Advertised Projects			
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Storm Water Special Provisions			
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.			

This permit is void unless the work is completed before **December 31, 2015**.

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.

- 1 - Permittee
- 1 - Chaffin
- 1 - Maintenance Supervisor

APPROVED:
JOHN BULINSKI, District Director, District 2

1 - File

DB **STACEY BARNES**, District Permit Engineer, District 2

Name: Tehama County Transportation Commission
Permit No. 0214-NBS-0304
Date: September 17, 2014

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web page address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/.

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

FUTURE MOVING OF FACILITIES: Permittee shall, at Permittee's expense, rearrange permitted facilities at the request of the State for construction, reconstruction, or maintenance work on the highway performed by or for the State.

COOPERATION: Attention is directed to Section 5-1.20, "Cooperation," and Section 5-1.36, "Utility and Non-Highway Facilities," of the Standard Specifications. Work allowed by this encroachment permit may conflict with concurrent Caltrans or encroachment permit projects. Permittee shall coordinate all work with State's Representative. Such coordination may result in work delays and/or relocation of the permitted work, the costs of which shall be borne entirely by Permittee.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation.

PROTECTION OF SURVEY MONUMENTS: Your attention is directed to Section 5-1.36, "Preservation of Property," of the Standard Specifications and to Section 8771, "Monuments," of the Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to beginning work. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

TIME EXTENSION: Permittee is advised that any request for time extension shall require a full reevaluation of the original application. Such a reevaluation may conclude with further mitigation, at Permittee's expense, to comply with upgrades in highway design policies.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

HUMAN REMAINS: If human remains are uncovered, all work shall immediately stop and Permittee shall immediately notify the local Coroner, as required per Health and Safety Code Section 7050.5, and notify State's Representative.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0304
 Date: September 17, 2014

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

The approach end of temporary railing (Type K) installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing. Temporary crash cushion modules shall be of sizes, quantity and placement as determined by State's Representative.

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

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

WATER POLLUTION PREVENTION: The California State Water Resources Control Board (SWRCB) has adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (Order No. 2009-0009-DWQ) (hereafter called General Permit). The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering surface and underground waters of the State. Permittee shall comply with all applicable requirements of the NPDES permit. As the project proponent, the permittee is the Legally Responsible Person (LRP) as defined in the General Permit.

MITIGATION AND MONITORING: Permittee shall be responsible for ensuring that all mitigation and monitoring requirements, as proposed in the lead agency's environmental document, are fulfilled and that all regulatory agency coordination and permit requirements are completed prior to beginning construction.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

AS-BUILT PLANS: After completion of the permitted work and prior to acceptance by Caltrans, Permittee shall submit standard unit (US) as-built plans to the Caltrans District 2 Permit office. As-built plans shall be tied to points that are compatible with the Caltrans datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities. A responsible member of Permittee's staff shall sign the as-built plans.

COMPLETION OF WORK: After completion of the authorized work, Permittee shall immediately complete and mail the attached *Notice of Completion* postal card.

Name: Tehama County Transportation Commission
 Permit No. 0214-NBS-0304
 Date: September 17, 2014

MAINTENANCE OF FACILITIES:

MAINTENANCE OF FACILITIES: Permittee shall, at Permittee's expense, maintain any facilities constructed or permitted under this encroachment permit.

MAINTENANCE ENCROACHMENT PERMIT: All routine and emergency maintenance work required for facilities located within the State right-of-way will require a separate encroachment permit.

UTILITIES:

CONFLICTS WITH UTILITIES: Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit. If existing public or private utilities conflict with the construction of project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation or removal of such facilities. Total costs for such protection, relocation or removal shall be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Permittee shall require any utility company performing relocation in the State's right of way to obtain a State Encroachment Permit prior to the performance of said relocation work.

UTILITIES ON AS-BUILT PLANS: Any relocated utilities shall be correctly located and identified on the as-built plans.

NOTIFICATION OF U.S.A.: Permittee shall call Underground Service Alert at least two working days prior to performing any excavation deeper than one-foot or other work close to any underground pipeline, conduit, duct, wire, or other structure. The regional notification center phone number is 1-800-642-2444.

NOTIFICATION OF CALTRANS: Caltrans is not part of USA Underground Locate; therefore, prior to beginning any work, Caltrans electrical supervisor Jon Miller, shall be notified at 530-225-3469 to locate electrical connections, and Karen Carmo at 530-225-3042 to locate all underground count stations.

TRAFFIC CONTROL:

PRIOR APPROVAL: Work that will interrupt the normal flow of public traffic is not authorized without prior approval. Permittee shall submit lane closure information in conformance with the "ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES" section in this encroachment permit and receive approval from State's Representative prior to any lane closure.

TRAFFIC CONTROL SYSTEMS: When personnel or vehicles or work encroach within the highway traveled way, or work is performed within 6 feet of the edge of traveled way (ETW, white edge stripe), a lane closure shall be performed during allowed closure timeframes in compliance with the attached *Std Plan T11* entitled "*Traffic Control System for Lane Closure on Multilane Conventional Highways*". Additional advance flaggers may be required as determined by the State's Representative due to sight distance concerns. Lane closures shall be limited to 1 mile in length.

TRAFFIC CONTROL RESTRICTIONS: Traffic shall not be held for more than five minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Traffic control measures shall not be placed during inclement weather or when the roadway is icy or frozen.

LANES OPEN TO PUBLIC: A minimum of one paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, all lanes shall be open to public traffic.

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SHOULDER CLOSURES: Whenever vehicles or equipment are parked on the shoulder within 6 feet of the highway traveled way (ETW, white edge stripe), or work is performed within 20 feet of the ETW, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer, and the sign shall be a minimum size of 48" X 48". The State's Representative may require traffic to be controlled in compliance with *Traffic Control System T11* instead of by shoulder closure by reason of the safety of the traveling public or Permittee's workers. Should State's Representative observe any deviation from these plans, all work will be suspended until satisfactory steps have been taken to ensure compliance.

SIDEWALK CLOSURE: Whenever work is being performed above or adjacent to the sidewalk, the sidewalk shall be closed to pedestrians, as shown on the attached *Sidewalk Closures and Bypass Walkway* plan sheet. For sidewalk closures, Permittee shall install, maintain, and remove, when no longer needed, all pedestrian detours. Sidewalk closures and detour plans must be approved by State's Representative prior to beginning work. **The sidewalk shall remain open to pedestrians when work is not actively in progress.**

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period, defined as Saturday through the following Friday. If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended. Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled. Permittee MUST call to report status each day a closure has been requested.**

EXCAVATIONS:

LOCATION OF FACILITY: The location of the proposed facility shall be staked, and the location approved by the State's representative prior to any excavation. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans.

OPEN EXCAVATIONS: When work is not actively in progress, trenches and excavation within 20 feet of the edge of traveled way (ETW, white edge stripe) or 10 feet from the edge of pavement (EP), whichever is greater, shall be closed (backfilled and compacted) in compliance with the attached *Open Trench Signing and Marking, EPI* drawing. Steel traffic plates may be used to close excavation overnight in place of backfill upon approval of State's Representative. All disturbed areas and facilities shall be restored to original condition and to the satisfaction of State's Representative.

PROTECTION OF EXISTING FACILITIES: Existing curb, gutter and sidewalk, drainage pipe, structures and signs shall be protected from damage. All regulatory signs that are disturbed by the Permittee's operation shall be temporarily reset at a location directed by State's representative. All signs shall be placed back in their original location as soon as the trench has been backfilled. The cutting of any drainage pipe shall not be permitted.

REMOVAL OF TREES: Permittee shall not be allowed to remove any trees within the right of way.

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CONCRETE PAD:

SAW CUT: Where concrete pad is to be placed, existing paving shall be saw cut to a neat line 1 to 2 feet from the edge of the pad, if needed. Work shall include removing the asphalt concrete, and re-paving to the pad edge after placement of the new concrete pad. Existing concrete sidewalk shall be cut at the score line.

CONCRETE PAD: The concrete pad shall be constructed as shown on the project plans, and as directed by State's Representative. The concrete pad shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications and to these permit provisions. The concrete pad shall slope in accordance with the requirements of the Americans With Disabilities Act of 1990. **Permittee shall request and receive an inspection by State's Representative of the concrete forms and subgrade prior to placing the concrete pad.**

PORTLAND CEMENT CONCRETE: Portland cement concrete for curb, gutter, sidewalk, and drainage inlets shall be produced at an established Caltrans-certified commercial mixing plant. The cement content shall be not less than 470 lbs/cy. Exposed surfaces of Portland cement concrete shall be cured by pigmented curing compounds as directed by State's Representative.

ALIGNMENT: Alignment and grade of the concrete pad shall be as shown on the attached plans, or as directed by the State's Representative.

BUS SHELTER:

LOCATION OF FACILITY: This shelter shall be placed as far back onto the pad as possible to maximize the distance from the back of curb and the bus shelter. The location of the proposed facility shall be marked and the location approved by State's Representative prior to any work. State's Representative can direct an alternate placement location of the facility as long as there are no other problems with moving the facility from the planned placement, for such issues as environmental concerns, constructability, or conflicting facilities. Such changes shall be shown on the as-built plans. **In no case shall any facility installed with this permit create a pinch point less than 48-inches between obstructions. All constructed facilities shall comply with all ADA requirements.**

ADVERTISING: No advertising of any type shall be allowed on any portion of any structure located within State right of way. Should the State's representative observe any deviation from these provisions, this permit will be suspended and/or revoked until satisfactory steps have been taken to ensure compliance.

GROUNDS AROUND SHELTER: The area around the shelter shall be maintained by the Permittee. The area shall be kept free of litter. **Existing curb adjacent to the bus stop shall be repainted red to the satisfaction of the State's Representative.**

DRAINAGE:

EXISTING DRAINAGE: Existing drainage courses and flow patterns shall be maintained during and after construction. **Water shall not pond on State right of way.** State's Representative may direct additional grading and/or placement of granular material or of rock slope protection and appropriate engineering fabric to ensure proper drainage and prevent soil erosion.

Attachment 'D' Partial List of Applicable Codes

For Reference Only- Not for the Purpose of Bidding

PARTIAL LIST OF APPLICABLE CODES EFFECTIVE
January 1, 2014

- 2013 Building Standards Administrative Code, Part 1, Title 24 C.C.R.
 2013 California Building Code (CBC), Part 2, Title 24 C.C.R.
 (2012 International Building Code Volumes 1-2 and 2013 California Amendments)
 2013 California Electrical Code (CEC), Part 3, Title 24 C.C.R.
 (2011 National Electrical Code and 2013 California Amendments)
 2013 California Mechanical Code (CMC) Part 4, Title 24 C.C.R.
 (2012 Uniform Mechanical Code and 2013 California Amendments)
 2013 California Plumbing Code (CPC), Part 5, Title 24 C.C.R.
 (2012 Uniform Plumbing Code and 2013 California Amendments)
 2013 California Energy Code, Part 6, Title 24 C.C.R., Effective July 1, 2014
 Or 2008 California Energy Code, Part 6, Title 24 C.C.R.,
 Effective Jan. 1, 2014-June 30, 2014
 2013 California Fire Code, Part 9, Title 24 C.C.R.
 (2012 International Fire Code and 2013 California Amendments)
 2013 Green California Building Standards, CalGREEN code, Title 24, Part 11
 2013 California Referenced Standards, Part 12, Title 24 C.C.R.
 Title 19 C.C.R., Public Safety, State Fire Marshal Regulations.
 2007 Safety Code for Elevators and Escalators (ASME A17.1/CSA B44 -2007)
 (with A17.1a/CSA B44a- 08 addenda)

PARTIAL LIST OF APPLICABLE STANDARDS

NFPA 13	Automatic Sprinkler Systems	2013 Edition
NFPA 14	Standpipe Systems (CA Amended)	2013 Edition
NFPA 17	Dry Chemical Extinguishing Systems	2013 Edition
NFPA 17a	Wet Chemical Systems	2013 Edition
NFPA 20	Stationary Pumps	2013 Edition
NFPA 22	Water Tanks	2013 Edition
NFPA 24	Private Fire Mains (CA Amended)	2013 Edition
NFPA 72	National Fire Alarm Code (CA Amended)	2013 Edition
	(Note See UL Standard 1971 for "Visual Devices")	
NFPA 80	Fire Door and Other Opening Protectives	2013 Edition
NFPA 253	Critical Radiant Flux of Floor Covering Systems	2006 Edition
NFPA 2001	Clean Agent Fire Extinguishing Systems	2012 Edition
Reference code section for NFPA Standards- 2013 CBC (SFM) Chapter 35		