



Contract Number

21-309

SAP Number

San Bernardino County Public Works – Transportation

Department Contract Representative	Melissa Walker
Telephone Number	(909) 387-8040
Contractor	Redlands Joint Venture, LLC
Contractor Partner Representative	Edward P. Roski, Jr
Telephone Number	
Contract Term	May 4, 2021 – May 3, 2023
Original Contract Amount	\$30,920 per year
Amendment Amount	
Total Contract Amount	\$61,840
Cost Center	6650002000

IT IS HEREBY AGREED AS FOLLOWS:

RECITALS

WHEREAS, this Agreement addresses the Redlands Joint Venture LLC's (**RJV**) and the County of San Bernardino Public Works – Transportation Department's (**COUNTY**) desire for the trimming of trees (**LANDSCAPING**) placed within the western side of State Highway right of way on State Route 210, on Citrus Plaza Drive, between Lugonia Avenue and San Bernardino Avenue, in the unincorporated area of Redlands (**COOPERATIVE AREA**), as shown on Exhibit A, attached to and made a part of this Agreement; and,

WHEREAS, **RJV** and **COUNTY** have determined that it is necessary for the more efficient **LANDSCAPING** of **RJV**'s trees in the **COOPERATIVE AREA** for the Parties to contract with each other for **COUNTY** to perform said work, located within the **COOPERATIVE AREA** (hereinafter referred to as "**CONTRACT WORK**"); and,

WHEREAS, **CONTRACT WORK** will be performed by the **COUNTY**'s staff and/or contractors; and,

WHEREAS, **CONTRACT WORK** will not exceed thirty thousand nine hundred and twenty dollars (\$30,920) per year

and will not exceed Sixty-one thousand eight hundred and forty dollars (\$61,840) during the term of this contract, and **RJV** will reimburse **COUNTY** for all costs incurred in performing such **CONTRACT WORK** in accordance with the terms and conditions set forth in this contract; and,

WHEREAS, COUNTY and **RJV** are sometimes individually referred to in this contract as a **PARTY** and collectively referred to as **PARTIES**; and,

WHEREAS, COUNTY and **RJV** desire to set forth the responsibilities and obligations of each as they pertain to the work described in this contract.

ARTICLE I – PUBLIC WORKS – TRANSPORTATION

SECTION 1 – CONTRACT WORK PROVIDED TO RJV

For CONTRACT WORK provided to RJV:

COUNTY AGREES TO:

- 1.1 Schedule requested work upon receipt of a written “Notice to Proceed” from **RJV** and to provide to **RJV** a schedule of work days anticipated for the work for **RJV** concurrence.
- 1.2 To trim Fifty Nine (59) Peruvian Pepper trees and Six (6) Red Gum Eucalyptus trees in the **COOPERATIVE AREA** approximately every six months, or as needed, to maintain clearance for business signs off the State Highway 210 (“**TRIMMING**”). **TRIMMING** performed by County Vendor will consist of full tree pruning to old cuts that were performed by Caltrans crews, the costs of which are included in the \$30,920 per year contract amount and are not subject to a “Notice to Proceed.”.
- 1.3 To inspect condition of **LANDSCAPING** on a regular monthly or weekly basis. **LANDSCAPING** inspection costs are included in the \$30,920 per year contract amount and is not subject to a “Notice to Proceed.”
- 1.4 To allow inspection of **LANDSCAPING** by a Caltrans representative.
- 1.5 Utilize **COUNTY’s** Department of Public Works labor force and/or contractors in providing services under this contract.
- 1.6 Invoice **RJV** for time and material. A log of tree trimming and pruning activities shall accompany each invoice. Time will be invoiced at prevailing wage.
- 1.7 Obtain a no-cost permit from Caltrans for any **CONTRACT WORK** to be performed within the **COOPERATIVE AREA**. **COUNTY’s** Director of Public Works, or the Director’s designee, shall have the authority to obtain a permit from Caltrans for **CONTRACT WORK**. A copy of the permit application is shown as Exhibit B.
- 1.8 Upon completion of each individual work assignment, submit to **RJV** an itemized accounting of actual **CONTRACT WORK** costs incurred by **COUNTY** and an invoice for such costs.
- 1.9 Require all contractors and vendors providing **CONTRACT WORK** to have appropriate and adequate insurance coverage in accordance with any permit insurance and indemnity provisions for the mutual protection and benefit of the **PARTIES**.
- 1.10 Enforce **COUNTY’s** contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages. When applicable, **COUNTY** shall fill out and submit to the California Department of Industrial Relations a PWC-100 form.
- 1.11 Accept payment for **CONTRACT WORK** requested by **RJV** for up to \$30,920 per year and will not exceed \$61,840 during the term of this contract.

RJV AGREES TO:

- 2.1 Provide **COUNTY** a written "Notice to Proceed" for any authorized work requested by **RJV**.
- 2.2 After **COUNTY** completes each individual **CONTRACT WORK** assignment and submits an itemized accounting of actual **CONTRACT WORK** costs incurred by **COUNTY** along with an invoice, to reimburse **COUNTY** for **CONTRACT WORK** costs within sixty (60) calendar days after receipt of invoice.
- 2.3 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **CONTRACT WORK** with the **COUNTY**.

SECTION 2 – MUTUAL OBLIGATIONS

IT IS MUTUALLY AGREED:

- 3.1 The types of **CONTRACT WORK** shall include pruning of trees every six months (6) to existing cuts made by CalTrans. Pruning will consist of all growth on the lower sections of the trunks, crown thinning and crown reduction of new growth only. Exceptions to new growth will be dead or diseased limbs or stems and cracked or failing limbs or stems will be removed to a proper lateral.
- 3.2 The cost for **LANDSCAPING** shall not exceed \$30,920 per year.
- 3.3 The total cost for all **CONTRACT WORK** performed shall not exceed \$61,840 during the term of this contract, absent a prior written amendment to this contract.
- 3.4 **COUNTY** is only responsible to provide the **CONTRACT WORK** of facilities identified in the "Notice to Proceed" from **RJV** and agreed to by **COUNTY**, the **TRIMMING** and the **LANDSCAPING**. After completion of **CONTRACT WORK** on any particular facility, **RJV** shall be responsible for all future maintenance and repair work associated with the **CONTRACT WORK**, unless **COUNTY** receives a future request to provide additional **CONTRACT WORK** under this contract, followed by an approval of a written "Notice to Proceed."
- 3.5 The **PARTIES** shall comply with all applicable laws and regulations, including, but not limited to, all applicable Public Contract Code (e.g. bidding requirements), Labor Code (e.g. prevailing wage requirements), Business and Professions Code (e.g. licensing requirements), and Civil Code requirements (e.g. payment bond requirements).
- 3.6 **RJV** shall prepare and submit to **COUNTY** a "Notice to Proceed" that outlines the work requested within the scope and budget limitations of this contract. The Notice to Proceed shall include the location (street(s) or highway(s)) the work shall take place on, the scope of the work, the requested schedule, the level of service required (if necessary), and other pertinent terms and details for the project within the scope of this contract. **RJV** will designate an individual that shall have the authority to prepare and submit a "Notice to Proceed," as well as approve **CONTRACT WORK** projects up to \$30,920 each and will not exceed \$61,840 during the term of this contract.
- 3.7 The contract term shall be through May 3, 2023.

ARTICLE II – MISCELLANEOUS

IT IS FURTHER UNDERSTOOD AND AGREED:

- 4.1 The Effective Date of this contract shall be the last date on which all of the following has occurred: (1) **RJV's** authorized representative has signed the contract, and (2) **COUNTY's** Board has approved the contract; and (3) **COUNTY's** authorized representative has signed the contract.

4.2 Insurance

COUNTY is an authorized self-insured or partially self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through its programs of self-insurance and insurance, it has adequate coverage or resources to protect itself against liabilities arising out of performance of the terms, conditions or obligations of this contract.

RJV agrees to waive all rights of subrogation against the **COUNTY**.

4.3 No supplement, modification, or amendment of this contract shall be binding unless executed in writing and signed by **RJV** and **COUNTY**.

4.4 All notices, approvals, consents or other documents required or permitted under this contract shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three calendar days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

RJV Realty Co.	County of San Bernardino
13191 Crossroads Parkway N.,	825 East Third Street
6 th Floor	San Bernardino, CA 92415
City of Industry, CA 91746-3497	Authorized Representative:
Authorized Representative:	Director of Public Works
Edward P. Roski, Jr.	

4.5 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **PARTY** shall give the other **PARTY** any contractual rights by custom, estoppel, or otherwise.

4.6 This contract shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this contract invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this contract is frustrated. Any dispute or action to enforce any obligation under this contract shall be filed and resolved in the appropriate Superior Court. In the event of litigation arising from this contract, each **PARTY** to the Contract shall bear its own costs, including attorney's fees.

4.7 This contract contains the entire agreement of the **PARTIES** with respect to subject matter hereof, and supersedes all other prior negotiations, understandings or contracts. This contract may only be modified in writing, signed by authorized representatives of both **RJV** and **COUNTY**.

4.8 This contract may be terminated, with or without cause, by either **RJV** or **COUNTY** upon ninety (90) calendar days advance written notice by the party wishing to terminate, provided however, that any such cancellation shall not be effective as to any existing obligations pursuant to any **CONTRACT WORK** authorized prior to notice of cancellation or any outstanding claims pursuant to Article 2 hereof. In the event of cancellation as provided herein, all **CONTRACT WORK** costs required to be paid by the **PARTIES** prior to the effective date of cancellation shall be paid by the **PARTIES** as provided in this contract.

4.9 This contract shall commence on the date it is approved by both **PARTIES**, and shall terminate on May 3, 2023, unless it is terminated early as provided in Paragraph 4.8.

4.10 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

4.11 In the event of a dispute the **PARTIES** shall use commercially reasonable efforts to settle the dispute through negotiation with each other in good faith.

- 4.12 The Recitals preceding the terms of this contract are incorporated into the terms hereof by this reference and constitute constructive terms of this contract.
- 4.13 Since the **PARTIES** or their agents have participated fully in the preparation of this contract, the language of this contract shall be construed simply, according to its fair meaning, and not strictly for any or against any party.

[Signatures on following page]

IN WITNESS WHEREOF, COUNTY and RJV have each caused this contract to be subscribed by its respective duly authorized officers on its behalf.

COUNTY OF SAN BERNARDINO

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: **MAY 04 2021**
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By  Deputy

REDLANDS JOINT VENTURE LLC,
a California limited liability company
(Print or type name of corporation, company, contractor, etc.)

By See below
(Authorized signature - sign in blue ink)

Name
(Print or type name of person signing contract)

Title
(Print or Type)

Dated:

Address

REDLANDS JOINT VENTURE, LLC,
a California limited liability company

By: Majestic Realty Co.,
a California corporation
Its Manager

By: 

EDWARD P. ROSKI, JR.
By President and Chairman of the Board
Chief Executive Officer, Assistant Secretary and

By: Curci-Turner Company, LLC,
a California limited liability company
Its Manager

By: 
Thomas H. Purcell
Chairman & CEO

Its:

By: 
Michael T. Curci
President

Its:

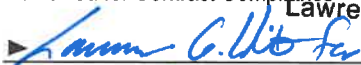
FOR COUNTY USE ONLY

Approved as to Legal Form

► **see next page**
Suzanne Bryant, Deputy County Counsel

Date

Reviewed for Contract Compliance

► 
Lawrence G. White

Andy Silao, P.E.

Date **4/29/2021**

Reviewed/Approved by Department

► 

Brendon Biggs, Director

Date **4-29-21**

IN WITNESS WHEREOF, COUNTY and RJV have each caused this contract to be subscribed by its respective duly authorized officers on its behalf.

COUNTY OF SAN BERNARDINO

REDLANDS JOINT VENTURE LLC,
a California limited liability company
(Print or type name of corporation, company, contractor, etc.)

►
Curt Hagman, Chairman, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► Suzanne Bryant
Suzanne Bryant, Deputy County Counsel

Date April 13, 2021

Reviewed for Contract Compliance

► _____
Andy Silao, P.E.

Date _____

Reviewed/Approved by Department

► _____
Brendon Biggs, Director

Date _____

Exhibit A

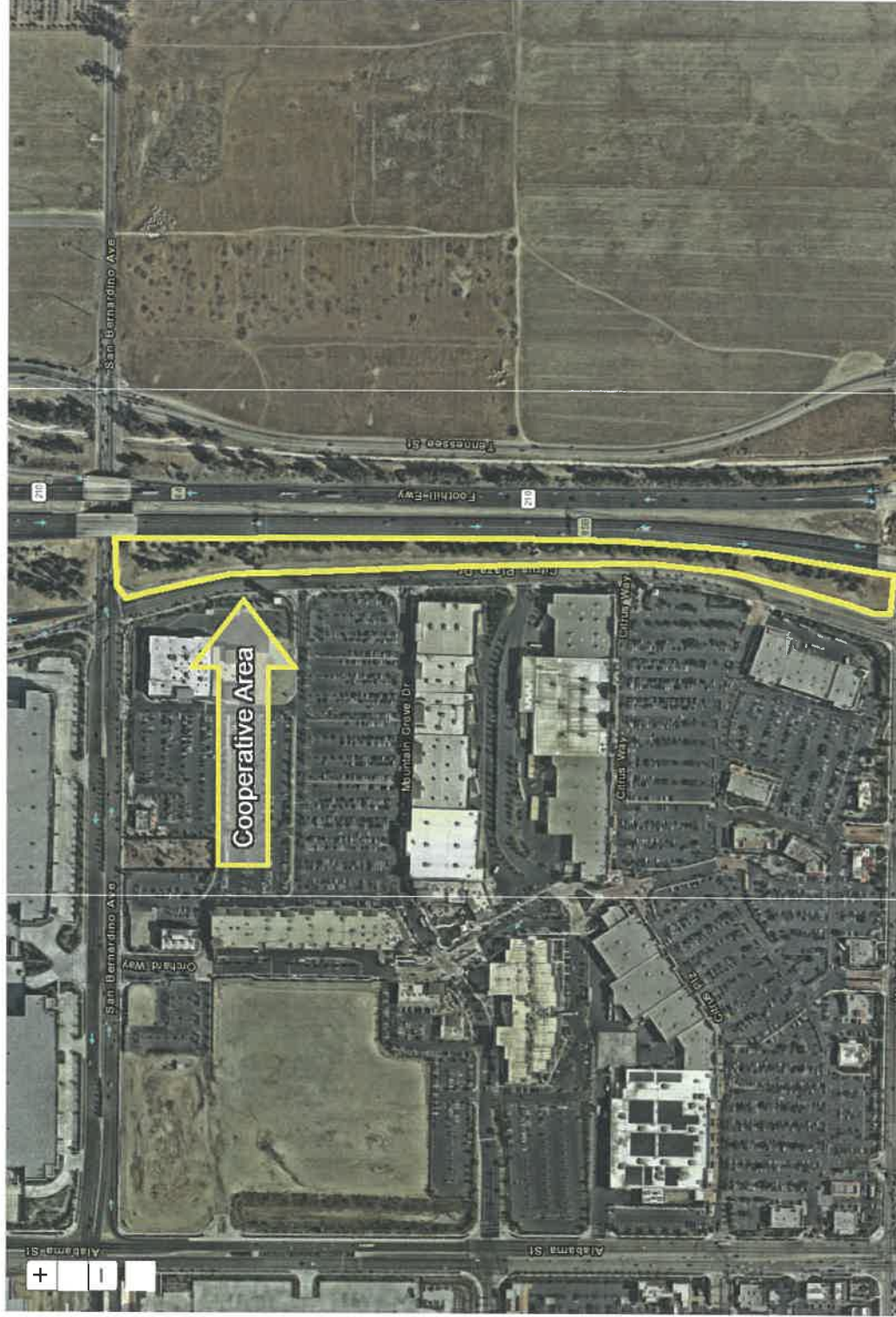


Exhibit B

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV 12/2018)

Page 1 of 4

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

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

1. COUNTY SAN BERNARDINO		2. ROUTE SR-210	3. POST MILE SBD R32.718	FOR CALTRANS USE TRACKING NO. DIST/CO/RTE/PM SIMPLEX STAMP DATE OF SIMPLEX STAMP
4. ADDRESS OR STREET NAME CITRUS DRIVE		5. CITY REDLANDS		
6. CROSS STREET (Distance and direction from project site) LUGONIA AVENUE NORTHWARD 2,590 FEET TO SAN BERNARDINO AVENUE				
7. WORK TO BE PERFORMED BY ☐ APPLICANT ☒ CONTRACTOR		8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? ☒ NO ☐ YES. If "YES", provide the Parent Permit Number		
9. ESTIMATE START DATE Jan 15, 2021		10. ESTIMATED COMPLETION DATE Two Years from Start Date		
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY Two to three days				
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY N/A				
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? ☐ NO ☒ YES. If "YES", which branch? MAINTENANCE				
14. FUNDING SOURCE(S) ☐ FEDERAL ☐ STATE ☒ LOCAL ☐ PRIVATE ☐ SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)				
15. CALTRANS PROJECT CODE (ID) N/A		16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER (Needs work order number)		

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)

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

Trim 59 Peruvian Pepper trees and six Red Gum Eucalyptus trees approximately every six months, within the western side of State Highway right of way on State Route 210, on Citrus Plaza Drive, between Lugonia Avenue and San Bernardino Avenue, a distance of approximately 2,590 feet, in the unincorporated area of Redlands.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

☐ Traffic lane ☐ Shoulder ☐ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work

☒ Outside of the shoulder, 7 feet from edge of pavement ☐ Other

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

☒ No traffic control needed ☐ State Standard Plans (T-Sheets) #

☐ Project specific Traffic Control Plans included ☐ To be submitted by contractor

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STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in) N/A	MIN. DEPTH (in) N/A	AVG. WIDTH (in) N/A	LENGTH (ft) N/A	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) N/A
20. PIPES	PRODUCT BEING TRANSPORTED N/A		CARRIER PIPE DIAMETER N/A (in.) MATERIAL N/A		CASING PIPE DIAMETER N/A (in.) MATERIAL N/A
PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) N/A					VOLTAGE / PSIG N/A
DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY? ☒ NO ☐ YES. If "YES", provide a description					
21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT? ☐ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval) ☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER ☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER ☒ NO (if "NO", check the category below which best describes the project AND answer questions A-K) ☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING ☐ FENCE ☐ EROSION CONTROL ☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS ☐ MAILBOX ☐ LANDSCAPING ☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER Tree Trimming					

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

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

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

N/A

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

N/A

C. Is the proposed project located within five miles of the coast line?

N/A

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

N/A

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

N/A

F. Are there any recreational trails or paths within the limits of the proposed project?

N/A

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

N/A

H. Will the proposed project impact access to any businesses or residences?

N/A

I. Will the proposed project impact any existing public utilities or public services?

N/A

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

N/A

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

N/A

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

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

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

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

25. Will the proposed project require the disturbance of soil? ☐ YES ☒ NO

If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: N/A

and estimate the area of disturbed soil outside State Highway right-of-way in acres: N/A

26. Will the proposed project require dewatering? ☐ YES ☒ NO

If "YES", estimate Total gallons AND gallons/month. N/A (Total gallons) AND N/A (gallons/month)

SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER

(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)

27. How will any storm water or ground water be disposed?

☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☒ N/A

☐ Other (explain)

TRACKING NO.

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

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

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

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

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

ADDRESS OF APPLICANT (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

29. NAME OF AUTHORIZED AGENT / ENGINEER
(A "Letter of Authorization" is required if different from #28)

IS A LETTER OF
AUTHORIZATION ATTACHED?
☐ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

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

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

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

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

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*

32. PRINT OR TYPE NAME

33. TITLE

34. DATE

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INSTRUCTIONS

Complete ALL fields, write "N/A" if not applicable. Type or print clearly. All dimensions must be in U.S. Customary (English) units.

Print your application single sided and submit all of the required attachments (See Section VII A&B of the "Encroachment Permit Application Guide Booklet" found at: http://www.dot.ca.gov/trafficops/ep/docs/EP_Application_Guide_Booklet.pdf).

- | | |
|---|--|
| <p>1. County (e.g. Fresno, San Francisco, Los Angeles, etc.)</p> <p>2. State Highway Route Number (e.g. I-5, SR-99, etc.)</p> <p>3. Highway Postmile: (location of work, see https://postmile.dot.ca.gov/)
If unable to determine, contact the appropriate District Encroachment Permits Office for assistance at: http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf</p> <p>4. Address of project site (if the property has a physical address with a Number and Street/Road Name)</p> <p>5. City (e.g. Sacramento, Redding, Irvine, etc.)</p> <p>6. Distance and the direction from the nearest cross street to the project site (e.g. 500 ft. north of "C" Street).</p> <p>7. Indicate whether the work will be performed by the applicant (your own forces) or by a contractor.</p> <p>8. Indicate if you are applying for a "Contractor's (Double) Permit" and provide the "Parent Permit Number".</p> <p>9. Estimated start date for the proposed work. (Allow a minimum of 60 calendar days from the submittal date of your application for processing)</p> <p>10. Estimated completion date for the proposed work.</p> <p>11. Estimated number of working days within State Highway right-of-way.</p> <p>12. Estimated construction costs for all work to be done within State Highway right-of-way.</p> <p>13. Has another Caltrans' branch seen or reviewed your project? Which branch? (e.g. Design, Project Management, Right-of-Way, Environmental, etc.)</p> <p>14. Identify funding source(s) for the proposed work.</p> <p>15. Caltrans' Project Code (ID) if this is a State project, capital project, or joint venture project</p> <p>16. Your company's reference number or utility work order number for this project</p> <p>17. Describe the proposed work to be done entirely. If applicable, attach six (6) complete sets of FOLDED plans (folded 8-1/2" X 11") and any applicable specifications, calculations, maps, etc.</p> <p>18. (a) Identify portion(s) of State right-of-way where work will occur and (b) proposed traffic control plans to be used if any.</p> <p>19. Maximum and minimum depth, average width, and length of the excavation area. Existing surface type (e.g. Asphalt, concrete, soil, etc.)</p> <p>20. Product being transported (e.g. water, natural gas, etc.)
Carrier pipe, diameter (inches) and material (e.g. Steel, HDPE, etc.)
Casing pipe (if any), diameter and material Proposed installation method, Voltage of electrical current or pressure of liquid or gas.</p> | <p>Replacement and/or abandonment of an existing facility (e.g. Abandoning pipe and filling it with two-sack slurry cement)</p> <p>21. Check "YES", if you are getting a permit or approval from another agency (City, County, etc.), and an environmental determination has been made. Then check the Categorically Exempt, Negative Declaration, Environmental Impact Report box or Other if one has been prepared. Attach a copy of the approved document and a copy of the Notice of Determination. <u>Skip questions A-K.</u>

If you checked "NO", check the box of the appropriate type of work to be done, or check "other" and fill in the type of work to be done. <u>Also answer questions A-K.</u></p> <p>22. A Historical Resource includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that has historical or archaeological significance, or significance in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.</p> <p>23. In this context a Scenic Resource includes, but is not limited to, trees that display outstanding features of form or age; unique, massive rock formations; historic buildings that are rare examples of their period, style, design, or which have special architectural features and details of importance.</p> <p>24. Is there any work being done on the applicant's property?</p> <p>25. Indicate if the proposed project will require the disturbance of soil. If "YES," estimate the area within AND outside of State Highway right-of-way in acres.</p> <p>26. Indicate if the proposed project will require dewatering. If "YES," estimate volume in total gallons AND gallons per month. Also indicate the source: Stormwater or Non-Stormwater (see Caltrans Stormwater Management Plan for definitions of non-stormwater discharge at: http://www.dot.ca.gov/hq/env/stormwater/).</p> <p>27. Indicate how any stormwater or ground water will be disposed of from or near the limits of the proposed project.</p> <p>28. Name of the applicant or organization applying for the permit. List the mailing address, e-mail address, phone and fax numbers.</p> <p>29. Name of the authorized agent or engineer acting on behalf of the applicant or organization. Attach a letter of authorization signed by the applicant or organization. List the mailing address, e-mail address, phone and fax numbers.</p> <p>30. Name of the billing contact. List the mailing address where invoices are to be mailed, email address, phone and fax numbers.</p> <p>31. Signature of the applicant or applicant's authorized agent.</p> <p>32. Name of the applicant or applicant's authorized agent.</p> <p>33. Title (owner, president, etc.) of the applicant or applicant's authorized agent</p> <p>34. Date of the signature.</p> |
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