

Excavation Permit

City of Mountain View - Public Works Department - Land Development Section

500 Castro Street - P.O. Box 7540 - Mountain View, California 94039-7540

Tele (650) 903-6311 FAX (650) 962-8503

Permit No **2023** - **221**

Item Number: 28295

Fees Billed: ☐ Invoice Paid

Bond Amount:

Date Issued: 7/13/2023 ☐ cancelled

Bill To:

Issued By:

Fees Paid: \$0.00

Date completed:

Bond Number:

Inspected By

PWEXCA

Bond Release Date:

Deposit Account No. 223595-42705

Address of Work:

I Camino Real E (State

Adjacent to I-85

number

street name

701 Grid

Work Description:

Install a trash capture device at storm drain outfall on Stevens Creek @ ECR (37.37815, -122.06934). Notify Public Works Inspector at (650) 903-6311 at least two working days prior to commencing work. WORK SHALL NOT COMMENCE WITHOUT PUBLIC WORKS INSPECTOR PRESENT.

Permittee:

EOA, Inc.

1410 Jackson Street

Oakland CA 94612

Attn: Chris Sommers

Tele: (510) 832-2852

Fax:

Contractor (if applicable):

Tel: (510) 832-2851 x 109

Attn:

Tele:

Fax:

Owner (if applicable):

Attn:

Tele:

Fax:

Permission is granted to Permittee to perform the work as shown on the attached request subject the attached special conditions and standard excavation permit conditions.

Environmental:

Pursuant to Section 2.84 of the Mountain View City Code, this work is determined to be a Class 1 Categorical Exemption (Admin. Code Section 15301) for the operation, repair, maintenance or minor alteration of existing public or private structures, facilities mechanical equipment, or topographical features; and a Class 4 Categorical Exemption (Admin. Code Section 15304) for minor public or private alterations in the condition of land, water and/or vegetation.

The following checked attachments are also included as part of this permit.

☒ Special Conditions for Excavation Permits

☒ Standard Conditions for Excavation Permits

☒ Application Request

☒ Excavation Permit Plan

☐ Improvement Plan Project Number:

☒ Special Traffic Control Plan

(If none, then comply w/std. conditions attached)

☒ Insurance Certificate and Endorsement

☐ Agreement for Insurance Pursuant to Excavation Permit Issuance

☐ Water Service Application (copy)

☐ Sewer Service Application (copy)

☐ SCVWD Well Construction/Destruction Permit

☐ SCVWD Exploratory Boring Permit

☐ USA ID Number:

(If none, then call USA prior to start of work.)

☒ **Free of Charge (City Utilities)**

PW Inspector, video record the trail and the bank prior the work.

Prepared By:

Wing Fung

Associate Civil Engineer

Approved By:

Renee Gunn

Renee Gunn

Senior Civil Engineer

Distribution: w/attach.: Permittee, Contractor (if applicable), CE (1 set), File (Excavation Permits), LDE

w/o attach.: Owner (if applicable)

Digitally signed by Renee Gunn
DN: cn=Renee Gunn, email=renee.gunn@mountainview.gov,
c=US, ou=City of Mountain View, CA, cn=Renee Gunn
Reason: I attest to the accuracy and integrity of
this document.
Date: 2023.07.13 15:07:13-07'00'

SPECIAL CONDITIONS

ADMINISTRATIVE

1. **Coordination and Interpretation:** The Special Conditions, Plans, Standard Conditions for Excavation Permits, Standard Provisions, Standard Specifications and all supplementary documents are essential parts of the permit. A requirement occurring in one is binding as though occurring in all. They are intended to be cooperative to describe and provide for a complete work. In case of conflict between one or more of these documents, the governing order of precedence among the documents shall be (1) the Excavation Permit and Special Conditions, (2) Plans, (3) Standard Conditions for Excavation Permits, (4) Standard Provisions and Standard Details, and Standard Specifications.
2. **Notification to Public Work:** The contractor shall notify the Public Works Inspector and Parks and Open Space Manager (Tim Youngberg) at least two working days prior to commencing work. See Condition 29 of the Standard Conditions for Excavation Permit.
3. **Pre-Construction Meeting:** Permittee shall schedule a pre-construction meeting with the City's Construction Engineer prior to start of construction.
4. **Additional Fees:** Permittee shall pay the City for actual plan check or inspection costs that exceed the plan check or inspection fee paid within 30 days upon receipt of an invoice from the City.
5. **Cease Project Work to Repair Damage:** When the contractor severs or breaks a service line, such as a sanitary sewer lateral, water service or storm drain line, the contractor shall cease all work on the project immediately and cause repairs to be made in an expeditious manner. When the repair is completed to the satisfaction of the City, the contractor will then be authorized to resume his work.
6. **Withholding of Future Permits:** Any unsatisfactory work or failure to comply with these conditions and requirements may, at the City's sole discretion, result in the withholding of future permits to the Permittee and contractor.
7. **Time is of the Essence:** Time is of the essence on the use of the public right-of-way and completion of the work to be performed. Once construction commences, the work shall be performed continuously until the work is fully completed to the satisfaction of the City.
8. **Certificate of Insurance and Endorsement :** Permittee/Contractor is responsible for maintaining current insurance certificates and endorsements on file with the City. Should any part of the required insurance be cancelled or expired, work shall immediately cease and the site stabilized until new proof of insurance, meeting the City's requirements, is approved.

WORK RESTRICTIONS

9. **Working Hours:** Work will only be permitted during the following times. The City may adjust work hours if there are noise or traffic congestion complaints.

Location	Days	Start	End
a. Stevens Creek Bike Trail	M - F	7:30 AM	4:00 PM

10. **No Holiday Work:** No work shall be performed on holidays and holiday weekends, including the City holiday closure from December 25, 2023 through January 1, 2024.

TRAFFIC CONTROL

11. **Traffic Control Plans:** Traffic Control Plans shall conform to the latest edition of California Manual of Uniform Traffic Control Devices (MUTCD) or the latest edition of APWA, Southern California Chapter, of "Work Area Traffic Control Handbook."
12. **No Lane Closures During Non-Working Hours:** Lane closures shall not be permitted during non-working hours.
13. **Non-Standard Traffic Control Signs:** Non-standard traffic control signs shall be a minimum of 24" high by 36" wide. Signs shall be on stiff material (such as plywood or aluminum) with 4" high black lettering on an orange background, except for the word "DETOUR" which shall be in 6" high black letters. These signs shall be placed so as not to block the sidewalk or roadway.
14. **Pedestrian Access, All Times:** Permittee shall maintain pedestrian access along walkways, including public sidewalks, at all times. Well-compacted base rock may be used as a temporary walking surface.
15. **Placement of Advance Warning Signs:** Permittee shall prevent sidewalks and bike lanes from blocking by posting temporary warnings signs.

MISCELLANEOUS

16. **Heritage Tree Root Protection:** Excavations beneath the drip lines of heritage trees shall be hand dug to avoid damaging the roots of the trees.
17. **Agency Permits and Other Approvals:** The proposed project location is on the City's fee title property. In addition, Valley Water has easement along the Stevens Creek corridor. The applicant is responsible to verify and obtain all necessary permits for the project.
18. **Environmental Regulatory Requirements:** Stevens Creek is Steelhead habitat. The applicant is responsible to ensure the installation and sample collection works meet all necessary environment regulatory permitting requirements.
19. **Responsibility for Damage:** The Permittee shall be responsible for all damage caused by the Permittee's operations, including work performed by Permittee's contractor and subcontractor. Any damage to public and private facilities caused by or as a result of the Permittee's operations shall be replaced by the Permittee at Permittee's own expense, including payment for additional City inspections.
20. **Notification of Net Installation:** Prior to the installation of the net to the netting device (three times per year) notify the Public Works Inspector, Parks and Open Space Manager and Shoreline Manager.
21. **Permit Extension:** This Excavation Permit is valid for one year from the date of issuance. Yearly extensions can be applied for by submitting a new excavation permit application and noting this permit number.

STANDARD CONDITIONS FOR EXCAVATION PERMITS

February 18, 2020

PUBLIC WORKS DEPARTMENT
500 Castro Street • Post Office Box 7540 • Mountain View • California • 94039-7540
650-903-6311 • Fax 650-962-8503

ADMINISTRATION

- A. **Start Work In 30 Days:** Permittee shall begin work within 30 days following the issuance of the excavation permit and shall diligently prosecute the work to completion.
- B. **Permit Expiration:** All excavation permits shall expire one year from the date of issue.
- C. **Documents at Job Site:** A copy of this excavation permit, attachments, conditions, plans, and Standard Provisions shall be available at the job site at all times the Permittee is doing the work mentioned above.
- D. **Parties Authorized to Work:** No party other than the named Permittee or Permittee's authorized agent is allowed to work under this permit.
- E. **Acceptance of City Requirements:** Permittee understands and agrees to acceptance of the provisions and all attachments to this permit for any work to be performed under this agreement. This permit is issued with the understanding that it does not establish a precedent.
- F. **Hold Harmless:** Permittee hereby agrees to and shall hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Permittee or Permittee's contractors', subcontractors', agents', or employees' operations under this permit, whether such operations be by Permittee or by any of Permittee's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Permittee or any of Permittee's contractors or subcontractors. Permittee agrees to and shall pay City's costs of defense (or, at the sole option of City, shall defend with counsel approved by the City Attorney) and indemnify City and its elective and appointive boards, commissions, officers, agents, and employees from any suits or actions at law or in equity rising out of the execution, adoption, or implementation of this permit (exclusive of any such actions brought by Permittee), such indemnification to include all costs of defense, judgments, and any awards of attorneys' fees.
- G. **Insurance:** The insurance certificate and endorsement naming the City as additional insured that is required by the excavation permit or by a franchise or ancillary agreement shall be maintained in full force during the term of the excavation permit. Where work is being done pursuant to a franchise or encroachment agreement, the utility company and contractor must provide and maintain an insurance certificate and endorsement.
- H. **Permit Revocation:** All excavation permits shall be revocable at any time by the Public Works Director upon written notification.
- I. **Site Restoration Upon Termination of Permit:** Upon written notice of cancellation or revocation of the excavation permit for any cause whatsoever, Permittee shall restore City right-of-way and

structures to their condition prior to the issuance of the permit unless indicated otherwise by City. Should Permittee neglect to restore the site or structures to a satisfactory condition, the City may perform such work or have work performed, and Permittee agrees to reimburse the City for all costs of the work performed.

- J. **Additional Conditions:** City may require additional conditions for changes in work and field conditions.
- K. **Stoppage of Work Due to Permit Violations:** Violations of the conditions and requirements of the excavation permit may result in the stoppage of work until the violation is resolved between the Permittee and the City.
- L. **Responsibility for Damage:** The Permittee shall be responsible for all damage caused by the Permittee's operations, including work performed by Permittee's contractor and subcontractor. Any damage to public and private facilities caused by or as a result of the Permittee's operations shall be replaced by the Permittee at Permittee's own expense, including payment for additional City inspections.

GENERAL

- 1. **Standard Provisions and Standard Specifications:** All work shall be in accordance with the August 1999 Standard Provisions of the City of Mountain View and the latest edition of the State of California Standard Specifications and Standard Plans.
- 2. **Maintenance of Site Documents:** The Contractor shall keep and make available a copy of the approved plans and City Standard Provisions at the job site at all times when work is in progress. The Standard Provisions may be purchased at the City of Mountain View, Public Works Department counter, 500 Castro Street, P.O. Box 7540, Mountain View, CA, 94039-7540, telephone 650-903-6311, fax 650-962-8503. The Standard Provisions, which include the Standard Details, costs \$10 at the counter or \$15 by mail, as amended.
- 3. **Private Development Specifications:** For private developments, the City does not review or recognize private development project specifications.

CONTROL OF WORK

- 4. **Changes to Plans:** The following applies to plans approved by the Public Works Department. Major changes in the approved plans must be approved by the Assistant Public Works Director on the original signed plans per Section 5-02 of the Standard Provisions. Each change is to be delineated by marking the changed area of the plan with a numbered triangle or other acceptable method. The engineer must date and initial each revision in the revision block. The engineer shall submit a cover letter explaining the requested change and two copies of the revised sheets. After the City approves and initials the revision block, the engineer shall submit one 24"x36" Xerox Mylar set (4 mil) and three black-line copies of the signed revised sheets to the City. For minor changes, the Contractor may "red line" the proposed minor change on the plan and submit them to the City for review and approval. The Contractor is responsible for coordinating the changes with the engineer who prepared the plans and shall keep approved changes at the job site when work is in progress. All changes shall be shown on the as-built plans submitted to the City at the end of the job. The City shall have the sole discretion to determine what is a minor change. Relocation of a manhole from the sidewalk to a landscaped area or into the street is considered a minor change that requires approval from the Public Works Operations Section.

5. **As-Built Plans:** The following applies to plans approved by the Public Works Department. The Contractor shall keep complete and accurate record drawings of all new work, utility pothole data, and existing conditions that have changed or are different than shown on the originally approved plans. Upon completion of the work, the Contractor's record drawings shall be submitted to the City inspector for review and comment. The engineer shall make the necessary revisions to the original drawings to show all field changes. The engineer shall verify final grading and shall sign the grading certificate, if applicable, when satisfied that the grading is per approved plans. Each sheet of the plans shall be stamped "as-built" or "record drawing" and signed by the engineer. The revised originals shall be submitted to the City for review and approval. Prior to the acceptance of the work by the City, the engineer shall provide one 24"x36" Xerox Mylar set (4 mil) of the approved "as-built" plans to the City. The electronic file of the approved as-built drawings in AutoCAD Release 14 format shall also be submitted to the City.
6. **Construction Safety Orders for Excavations:** The Contractor shall conform to the rules and regulations of the Construction Safety Orders of the State Division of Occupational Safety and Health pertaining to excavation and trenches per Section 5-03 of the Standard Provisions. For deep trenches, the Contractor shall submit a copy of their annual or single project permit for trench and excavations from the State Department of Industrial Relations Division of Occupational Safety and Health located at 2010 North First Street, Suite 401, San Jose, CA, 95131, telephone 408-452-7288.
7. **Normal Working Hours:** Normal working hours is defined as the time from 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding legal holidays. The Contractor shall not work on the project outside the normal working hours, unless prior approval is obtained from the City or when specifically required by the City. Work outside normal working hours will only be allowed if a City inspector is available. The Contractor shall pay the City for the cost of overtime for City inspection performed outside of normal working hours per Section 5-09 of the Standard Provisions.
8. **Coordination With Other Agencies:** The Contractor shall be responsible coordinating inspection performed by other governmental agencies, as prescribed in their permits and approvals.
9. **Airborne Dust:** At all times during construction and until final completion and acceptance of the work, the Contractor shall prevent the formation of an airborne dust nuisance in such a manner that it will contain dust particles to the immediate surface of the work per Section 5-10 of the Standard Provisions. The Contractor shall perform such treatment within two hours after notification by the City that an airborne nuisance exists.
10. **Maintenance of Equipment:** All equipment and plant shall be maintained in good order per Section 5-13 of the Standard Provisions. Substandard or unsuitable paving equipment will not be allowed.
11. **Final Inspection:** The City will not perform the final inspection until the Contractor completes all work and final cleanup of the site per Sections 4-05 and 5-14 of the Standard Provisions.
12. **Maintenance of Work Site:** The Contractor shall keep the street and work site clean and free from rubbish and debris per Section 5-15 of the Standard Provisions. This provision requires preventing spillage on haul routes; cleaning up spillage; sweeping all streets of mud, dirt, and debris that are a result of the Contractor's work; and keeping the work site in a clean and neat appearance. Any spillage on haul routes shall be immediately removed and cleaned up.
13. **Cleaning Site Upon Notice From City:** Regarding Section 5-15 of the Standard Provisions, when ordered by the City, the Contractor shall clean up the work site within 24 hours after receiving notice.

14. **Residential Occupancy Release:** For residential developments, no residential units will be released for occupancy unless the improvements to be constructed to City standards and/or to be accepted for maintenance by the City, including water meters and sanitary sewer cleanouts, are substantially complete per the City of Mountain View Standard Provisions for Public Works construction. For phased developments, portions of the units may be released for occupancy, at the City's sole discretion, provided that all public and private improvements, conditions of approval, and building code requirements that are necessary to support the units to be released for occupancy have been completed as determined by the City. When all of the improvements are complete and/or ready for acceptance for maintenance by the City Council, the remaining units may be released for occupancy, provided that all other conditions of approval and building codes requirements have been met. The Public Works Director shall make the determination of what public improvements are substantially complete.
15. **Nonresidential Occupancy Release:** For commercial and office developments, no buildings will be released for occupancy until the off-site improvements to be constructed to City Public Works standards and/or accepted for maintenance by the City are complete and ready for acceptance.
16. **Acceptance of Work, Bond Reduction, and Release:** For improvements that are installed by a developer with an improvement agreement, the improvement securities may, at the discretion of the City, be reduced up to 25 percent of their values upon acceptance of the improvement by the City Council in accordance with the improvement agreement. After acceptance of the improvements by the City, completion of the one-year maintenance and guarantee provisions (or longer if stipulated in the conditions and agreement), and completion of all other obligations and requirements, the remaining improvement securities shall be released by the City in accordance with the improvement agreement. See Section 4-06 of the Standard Provisions regarding the one-year maintenance and guaranty period relating to street and utility improvements.

CONTROL OF MATERIAL

17. **Compaction Tests:** The Contractor shall hire a testing laboratory, approved by the City, to perform compaction tests of aggregate base, aggregate sub-base, and sub-grade to the satisfaction of the City. The test results shall be submitted to the City prior to any AC or PCC paving. AC paving shall be tested with a nuclear gauge. The Contractor shall be responsible for the cost of all testing.
18. **Concrete Material Tags:** Plant material tags for Portland Concrete Cement shall be submitted to the City per Section 6-01 of the Standard Provisions.

LEGAL RELATIONS AND RESPONSIBILITY

19. **State and City Licenses:** All Contractors and subcontractors shall be licensed in accordance with the laws of the State of California and shall have and maintain a valid City Business License, per Sections 7-01.c and 8-01 of the Standard Provisions.
20. **Compliance With Environmental Documents:** The Contractor shall comply with the provisions of all permits, licenses, or other authorizations applicable to the work with respect to the Environmental Quality Act per Section 7-02 of the Standard Provisions.
21. **Public Convenience and Access:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public, and traffic shall not be unreasonably delayed per Section 7-04 of the Standard Provisions. Driveway access shall be maintained to each property at all times.

22. **Maintain Traffic Control Devices:** The Contractor shall install and maintain fences, barriers, lights, and signs that are necessary to give adequate warning to the public at all times per Section 7-05 of the Standard Provisions.
23. **Remove Material and Equipment at End of Day:** No material or equipment shall be stored in the public right-of-way after "normal working hours." See Sections 5-15 and 7-05 of the Standard Provisions. At the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the public right-of-way.
24. **Hazardous Materials and Waste:** All work shall be conducted in a manner which prevents the release of hazardous materials or hazardous waste to the soil or groundwater, and minimizes the discharge of hazardous materials, hazardous wastes, polluted water, and sediments to the storm drain system per Section 7-08.01 of the Standard Provisions.
25. **Coordination with Other Contractors:** Where two or more contractors are working in the same area, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other per Section 7-09 of the Standard Provisions. Where conflicts cannot be avoided, the City will determine which contractors have construction priority over the other contractors and the terms of such construction priority.
26. **Noise Working Hour Restrictions:** In order to limit disturbing noises, construction work shall occur only between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays. Work outside of these hours is prohibited, unless the City grants an exception. Exceptions will be considered only when, in the opinion of the Public Works Director, construction during the above period would inconvenience the public and neighboring residents more than working at other hours. Exceptions will not be granted merely to expedite the construction work.

NOTIFICATION

27. **Dangerous Situations, Call 9-1-1:** If any damage occurs to an underground facility that results in the escape of any flammable, toxic, or corrosive gas or liquid or endangers life, health, or property, the Contractor shall immediately notify the utility owner and call the 9-1-1 emergency telephone number to notify local public safety officials.
28. **Provide Superintendent Information Before Start of Work:** The Contractor shall provide the name and telephone number of the authorized representative (superintendent) of the work to the City in writing prior to the start of work per Section 5-07 of the Standard Provisions. Public Works Construction Section: Telephone 650-903-6311 and Fax 650-962-8503.
29. **Call Public Works Inspectors Prior to Start of Work:** Contractor shall notify the Public Works Inspector at least two working days prior to commencing work, resuming suspended work, or resuming work after three days of no work so that inspection can be arranged per Sections 5-09 and 10-01.01 of the Standard Provisions. Work shall not commence without Public Works Inspector present. Public Works Department Telephone: 650-903-6311.
30. **Road Detours, Notify Emergency Communications Center:** Contractor shall leave an emergency phone number with the City Emergency Communications Center at 650-903-6395 and keep the Center informed daily regarding detours per Sections 10-01.02 and 10-01.03 of the Standard Provisions.

31. **Contact USA:** Contractor shall contact USA (Underground Service Alert) at 800-642-2444 at least 2 working days but not more than 14 days prior to commencing excavation work to verify existing underground utilities, per Section 5-11.02 of the Standard Provisions and Chapter 3.1, Division 5, Title 1 of the Government Code.
32. **Notify Utility Owners:** Contractor shall notify all public or private utility owners 48 hours prior to commencement of work adjacent to the utility per Sections 5-11.02 and 10-01 of the Standard Provisions.
33. **Notify Adjacent Properties:** Contractor shall notify the adjacent residences and business in writing describing the nature of the work, schedule of the work, when parking will be prohibited (if any), and who to call at the Contractor's office if they have questions about the work. The notice must be approved by the City prior to its distribution. The Contractor must distribute the notice to the adjacent residences and business at least seven days prior to the start of the construction work. For large projects, the work area, parking prohibition requirements, and schedule shall be divided up into smaller, more manageable areas. In the event the parking prohibition schedule changes after the notification, Contractor shall post a new notice of the revised schedule at least 48 hours in advance of construction. For work requested by the property owner, a notice to the property owner is not required.
34. **No Parking Sign Notification:** No parking signs on streets shall be posted a minimum of seventy-two (72) hours prior to the start of the construction work. Upon posting temporary no parking signs on a street, Contractor shall notify the Emergency Communications Center at 650-903-6395 of streets that have been posted with no parking signs.
35. **Street Closure Notification:** In the event of a street closure and detour that is three or more consecutive days in duration and is caused by the Contractor's operations, the Contractor shall notify the U.S. Postal Service's customer services manager at 650-967-5721 twenty-four (24) hours prior to the street closure.

STREET IMPROVEMENTS

36. **Grading Notes:** The City shall be provided with grading notes showing cuts and fills for all improvements to be inspected by the City.
37. **Place Utilities Before Base Rock:** All underground utilities shall be completed before placing of base rock, unless the City grants an exception.
38. **Five Days to Replace Concrete Improvements:** All existing curbs, gutters, sidewalks, and driveways that are to be reconstructed shall be replaced within five days after their removal, unless the City grants an exception. See Section 22-04 of the Standard Provisions.
39. **Pedestrian Access:** Where practicable as determined by the City, the Contractor shall maintain pedestrian access along walkways, including public sidewalks, at all times. Sidewalk closures must be approved in advance by the City's Public Works Inspector. Walkways shall be reopened at the end of each working day. Well-compacted base rock may be used as a temporary walking surface.
40. **Inspection of Concrete Forms:** The City must approve concrete forms, before the pouring of concrete per Section 22-06 of the Standard Provisions. Concrete poured prior to inspection is subject to rejection and removal.

41. **"S" and "W" Curb Markings:** During concrete placement, the Contractor shall mark face of curb with a letter "S" for sewer laterals and a letter "W" for water services per Section 22-09.01 of the Standard Provisions.
42. **AC Gutter Conforms:** New gutter requires a hairline AC saw cut along the edge of the pavement or a 1' wide AC pavement conform per Section 22 09.01, as directed by City Inspector.
43. **Sidewalk Replacement:** Sidewalks shall be replaced by saw cutting along score marks, then removing and replacing the entire width of the sidewalk over 3" aggregate base and installing No. 4 dowels (9" maximum length) at 3' on centers, per Section 22 of the Standard Provisions. The dowels are to be drilled 3" into the existing curb and remaining sidewalk and epoxied in place.

EXCAVATIONS

44. **Utility Inspection Requirement:** All City appurtenances must be inspected by the City prior to backfilling any trenches or pouring any concrete.
45. **Excavations:** At the end of the each work day, all excavations within the street and travelway shall be: (1) backfilled and paved with temporary paving such that the finished surface is flush with the existing pavement; (2) adequately covered with steel plate bridging; or (3) backfilled and paved with permanent paving. If steel plate bridging is used, the steel plate bridging must be removed within 48 hours after its installation. Control Density Fill shall not be used as temporary AC paving.
46. **"T" Trench Cut:** A "T" trench cut is required per Detail A-18 of the Standard Provisions. Street pavement removed shall be replaced in kind or with a minimum section of 2.5" AC on 12" AB, which ever is greater, with respect to the permanent paving.
47. **Pipe Bedding and Backfill:** Uniformly graded sand shall not be used for pipe bedding or excavation backfill as this material will fail upon re-excavation. Pipe bedding material shall conform to select (initial) backfill material, and subsequent trench backfill material shall be Class 2 aggregate base per Sections 24-02.01 and 24-04.03 and Detail A-18 of the Standard Provisions.
48. **Controlled Density Fill:** Controlled Density Fill (Section 24-02.04 of the Standard Provisions) may be used as subsequent backfill material only when specifically approved by the City. Controlled Density Fill shall not be used as pipe bedding material, unless an exception is granted by the City.
49. **Steel Plate:** When backfilling operation in a traveled way cannot be properly completed by the end of the working day, steel-plate bridging with a nonskid surface will be required. The Contractor shall maintain the steel plates, shoring, and asphalt concrete ramps as necessary while they are in use. Unless specifically permitted by the Engineer, steel plates placed over a trench shall not exceed four consecutive days in any given week.

When placing, steel plates must extend a minimum of 12" beyond the edges of the trench. Secure steel plates against displacement by using adjustable cleats, shims, or other devices to minimize noise. Shore trench adequately in accordance with Section 501.26 to support the steel plates and traffic loads. Approach plate(s) and ending plate shall be anchored to the roadway by a minimum of two dowels predrilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are butted to each other. Fine, graded asphalt concrete shall be compacted to form ramps with maximum slope of 8.5 percent with a minimum 12" taper to cover all edges of the steel plates on the pavement.

On arterial and collector streets within the travelled way, or at any other locations determined by the Engineer, steel plates shall be countersunk so that the top of the plate is flush with the adjacent grade in accordance with the latest Caltrans standards. The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate. Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two dowels predrilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are to be butted and attached together by tack welding or other method approved by the Engineer. All other provisions of this subsection shall apply.

When steel plates are removed, the dowel holes in the pavement shall be backfilled with either fine, graded asphalt concrete mix, concrete slurry, or an equivalent slurry satisfactory to the Engineer.

The following table shows the required minimum thickness of steel-plate bridging required for a given trench width:

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
1.0'	1/2"
1.5'	3/4"
2.0'	7/8"
3.0'	1"
4.0'	1-1/4"

Steel-plate bridging shall be steel plate designed for HS20 44 truck loading per Caltrans Bridge Design Specification Manual. Steel plating is required to have a nonskid surface with minimum coefficient of friction of 0.35 as determined by California Test Method 342. The plating will be required for both transverse and longitudinal trenches. Plates shall be attached together by welding or other method approved by the Engineer and secured to the pavement.

When steel plates are removed, the dowel holes in the pavement shall be backfilled with either fine, graded asphalt concrete mix, concrete slurry, or equivalent slurry satisfactory to the Engineer.

50. **Replacement of AC Between Excavation and Edge of Pavement:** On arterial streets, collector streets, streets that have been resurfaced with AC within the last five years, or when required by City, the Contractor shall remove and replace all intervening AC paving for trenches and excavations located within 6' of the edge of the pavement. On minor streets, the Contractor shall remove and replace all intervening AC paving for trenches and excavations located within 3' of the edge of the pavement pursuant to Section 24.03.01 of the Standard Provisions.
51. **Replacement of AC Between Two Excavations:** Where trenches or excavations are adjacent to each other, the intervening pavement located between the edges of the "T" trench shall be replaced if the width of the intervening pavement is less than 6'.
52. **Vault Excavation and Backfill:** Vault excavations shall not be backfilled with sand. The distance between the vault and side of the excavation shall be sufficiently wide to allow proper compaction of the aggregate base backfill material. Compaction tests of the backfill material are required, particularly on large vaults, except when Control Density Fill material is approved and used as backfill material. Uneven paving around new manholes located within the street or sidewalk will not be accepted. The grade of the paving surface around the manholes shall be flat, matching the existing grade, and shall be no worse than the existing grade of the street or sidewalk before manhole was installed.

53. **Vault Lids and Frames:** All boxes and vaults placed in the sidewalk area shall have a concrete type of finish (polymer lids and frames are acceptable). Boxes and vaults located within driveways shall be traffic-rated boxes and lids for at least H20 traffic loads.
54. **Vaults, Utility Relocation:** Where proposed vaults conflict with minor lines, such as a streetlight conduit, the conflicting conduit may, at the discretion of the City, need to be relocated in lieu of relocating the vault.
55. **AC Paving Machine:** For excavations within paved areas that are more than 8' wide, the AC surfacing shall be installed with an AC paving machine.
56. **Cover Requirements:** A minimum cover of 30" within travelways and 18" within sidewalk areas, as measured from the top of pipe to ground surface, is required for the proposed excavation within the right-of-way. Provide additional cover to place the utility below the pavement structural section.
57. **Pavement Striping Damage:** Pavement striping damaged as a result of the Contractor's operations shall be replaced in kind by the Contractor.

SIGNS

58. **Street Name Signs:** Street name signs shall be installed on all public and private streets per Standard Detail A-13 and Section 29 of the Standard Provisions. Public street name signs shall have 4" white reflective, type B letters on blue reflective background on a 6" tall, 0.080" thick aluminum plate. Private street name signs shall have 4" white reflective, type B letters on a green reflective background on a 0.080" thick aluminum plate. Private street name signs shall include the phrase "Private St." Private street names must be approved in advance by the City Traffic Engineer.

WATER FOR CONSTRUCTION

59. **Construction Water Permit:** A permit for the use of City water is required per Section 30-01 of the Standard Provisions. Permits, backflow prevention devices, and meters are issued at the Municipal Operations Center at 231 North Whisman Road. Contact the meter shop at 650-903-6329 for further information.

STORM DRAINS

60. **Storm Line Videotaping:** In addition to other requirements specified in Section 31 of the Standard Provisions, the Contractor shall videotape new storm drains per Sections 31-03.07 of the Standard Provisions. The videotaping requirements also requires the videotape and log sheets to be submitted to and approved by the City prior to the installation of the final lift of AC paving. Approval of the tapes and log sheets does not relieve the Contractor of his obligation to repair defective work and materials.

SANITARY SEWERS

61. **PVC Sanitary Sewer Laterals:** All new sanitary sewer laterals shall be constructed of PVC in accordance with Section 32-02.02 of the Standard Provisions, unless the City authorizes the use of VCP.
62. **Testing, Cleaning, and Videotaping Sewer Lines:** The Contractor shall complete all testing of sanitary sewer pipes per Section 32 of the Standard Provisions. This provision requires the

Contractor to perform exfiltration and infiltration testing, flush and clean the lines, videotape the new sanitary sewer pipes prior to the installation of the final lift of AC paving per Section 32-03.10 of the Standard Provisions, and perform other requirements as well. The videotaping requirements also require the videotape and log sheets to be submitted to and approved by the City prior to the installation of the final lift of AC paving. Approval of the tapes and log sheets does not relieve the Contractor of his obligation to repair defective work and materials.

WATER MAINS AND SERVICES

63. **Water Interruptions and Notifications:** Service in existing water mains can be interrupted only upon authorization of the City per Sections 33-03 and 33-03.09 of the Standard Provisions. The Contractor shall schedule a valve closure at least two working days in advance with the City construction inspectors, at 650-903-6311. These provisions require the Contractor to notify all affected users in writing at least 48 hours in advance of service interruption using printed forms provided by the City. Manipulation of water valves shall only be done by Water Division personnel.
64. **PVC Water Mains and Services:** All 4" (100 mm) through 12" (300 mm) water mains and services shall be constructed of PVC in accordance with Sections 33-02.02 and 34-02.03 of the Standard Provisions, unless the City authorizes the use of DIP.
65. **Water Fittings:** New fittings on DIP and PVC water and fire mains and services shall be fusion epoxy-coated in lieu of the cement interior lining required in Sections 33-02.03, 33-02.04, and 34-02.03 of the Standard Provisions.
66. **Meter Boxes:** 1" water meter boxes shall be used for water meters that are smaller than 1". See Section 34-02.08 of the Standard Provisions.

STREETLIGHTS

67. **Nongalvanized Streetlight Poles:** Electrolier standards (Type-15 streetlight poles) shall not be galvanized. See Section 35-02.03 of the Standard Provisions.
68. **Post-Top Streetlight Paint Color:** Post-top (Type B) streetlights in the downtown area shall be painted semi-gloss black (Tresco Satin Aqualloy Black #1156) or as required by City.

TREES

69. **Tree Removal Permit:** A tree removal permit is required before any street tree can be removed, and a Heritage Tree Removal Permit is required before any Heritage tree can be removed. For development-related tree removals, contact the Community Development Department at 650-903-6306. For nondevelopment-related tree removals, contact the Community Services Department, Forestry and Roadway Landscape Division, at 650-903-6273.

CATHODIC PROTECTION

70. **Cathodic Protection of New Services and Mains:** All new copper and DIP water services, DIP fire services, and DIP water mains shall be cathodically protected per Section 38 of the Standard Provisions and Standard Details D-18 through D-38.

TRAFFIC SIGNALS

71. **Work Near Traffic Signal, Notification:** The Contractor shall notify the City Traffic Engineer two working days prior to doing any work near signalized intersections that are maintained by the City to determine if the signal needs to be switched from automatic to manual mode. This also applies to nonexcavation work where the Contractor's equipment affects the operation of the detector loops.
72. **Traffic Signal Loop Replacement:** Traffic signal detector loops that are damaged as a result of the Contractor's operations shall be replaced with new detector loops in accordance with Caltrans Standard Specifications and Provisions. The detector loop replacement work shall be performed by a local qualified contractor with experience in the installation of detector loops (Peek Signal Maintenance Inc., St. Francis Electric, Mike Brown Electric, or other City-approved contractor). Prior to the start of construction, the Contractor shall make arrangements with one or more of the above traffic signal contractors to replace the damaged detector loops.
73. **Traffic Signal Loop Replacement Within 72 Hours:** All damaged traffic signal detection loops shall be replaced within 72 hours of their damage, unless the City grants an exception. This requires permanent paving of trenches to be installed prior to replacement of the detector loops.

BUS STOPS

74. **Bus Stop Operations:** The Contractor's work shall not interfere with the operations of existing bus stops, unless the City and Valley Transportation Agency grant an exception. In order for an exception to be granted by the City, the Contractor must apply for the bus stop closure well in advance of the closure and show good cause as to why the closure of the bus stop is necessary. The Contractor may be required to construct a temporary bus stop or install appropriate detour signs.

GARBAGE COLLECTION ROUTES

75. **Garbage Route Operations:** For any work on or adjacent to garbage and recycling collection routes, the Contractor shall allow garbage trucks to safely pass through the Contractor's site at all times, unless an exception is granted by the City.

UNDERGROUND CONDUITS – TELECOMMUNICATIONS, ETC.

76. **Utility Company Name Required on Lids or Covers:** All utility company vaults and manholes must have the utility company's name on the lid or cover.
77. **As-Built Depths and Location:** The actual depth and horizontal offsets of new utility conduits shall be shown on the as-built plans at intervals of 20' or less. All final profiles with existing pipe and depth information shall be shown on the "as-built" drawings. All pothole excavation location and data shall be shown on the as-built plans.
78. **One-Half-Foot Placement Accuracy:** All conduits installed by trenching, directional boring, and micro-tunneling methods shall be installed within 1/2' of the horizontal alignment shown on the plans, unless the City approves an exception.
79. **Conduit Locator or Tracer Wire:** A tracer cable, wire, or shielded cable shall be installed with conduits for fiber optic lines, and other similar nontraceable conduits, in such a manner that the exact location of the conduits can be determined by the utility owner using field locating equipment. For joint trench utility work, each company must have their own tracer cable, wire, or

shielded cable, so that each company can locate their own conduits. For plastic gas and groundwater extraction system pipes, a tracer tape may be used in lieu of a tracer cable or wire, as a tracer cable or wire cannot be inserted in these types of pipe.

80. **Vault Surface Finishing and Traffic Rating:** All boxes and vaults placed in the sidewalk area shall have a concrete type of finish (polymer lids and frames are acceptable). Boxes and vaults located within driveways shall be traffic-rated boxes and lids for at least H20 traffic loads.
81. **Replacement of Sidewalk Between Vaults:** Where large vaults or manholes are installed within an existing sidewalk and the distance between the vaults or manholes is less than 20' on center, all of the existing sidewalk located between the vaults or manholes shall be replaced.

MONITORING AND EXTRACTION WELLS

82. **Santa Clara Valley Water District Requirements:** All well work shall comply with the Santa Clara Valley Water District's "Standards for the Construction and Destruction of Wells and Other Deep Excavations in Santa Clara Valley."
83. **Well Clearance from Utilities:** Wells are to be located a minimum distance of 5' from all service laterals, mains, and manholes.
84. **Removal of Drilling Wastes:** All drilling fluid and waste material shall be removed from the site and disposed of in a legal manner.
85. **Submittal of Reports:** A copy of all reports sent to the governing regulatory agency, such as the State Regional Water Quality Control Board or Santa Clara Valley Water District, for the subject exploratory borings, monitoring wells, and extraction wells shall be sent to the Public Works Department.

SOIL BORINGS

86. **Removal of Boring Wastes:** All boring waste material shall be removed from the site and disposed of in a legal manner.
87. **Boring Sealing Requirements:** Exploratory borings shall be destroyed in accordance with the Santa Clara Valley Water District's Well Destruction Standards. All borings 45' deep or deeper require a permit from the Santa Clara Valley Water District.
88. **Borings Backfilled Within 24 Hours:** All exploratory borings, regardless of depth, must be backfilled within 24 hours of the completion of testing activities.
89. **Boring Sealing Mix Requirements:** All exploratory borings, regardless of depth, must be backfilled with acceptable sealing materials. Acceptable sealing materials include: (1) a 27-sack neat cement (27 sacks of cement per cubic yard for dry mix), where the neat cement mixture is composed of one bag of Portland cement to five to seven gallons of clean water and where up to 5 percent bentonite clay can be added to the cement mixture; (2) a 10-sack cement/sand slurry (10.4 sacks of cement per cubic yard for dry mix), where the cement/sand mixture is composed of not more than two parts sand and one part of Portland cement to five to seven gallons of clean water; and (3) 20 percent, high solids bentonite slurry. The solid-form bentonite (pellets/chips) is not an acceptable sealing material in Santa Clara County.

90. **Boring Sealing, Use of Tremie Pipe:** Sealing materials must be placed using a Tremie pipe in borings greater than 30' in depth or in borings that contain water. If a driven probe boring is being destroyed, the probe tubing can be used as a Tremie pipe.
91. **Small Diameter Boring, Pavement Restoration:** For small diameter holes (3" and smaller) drilled within the AC pavement, the holes shall be backfilled with a cement grout mixture and capped with a 3" thick AC cold patch (cut-back asphalt) and leveled to match the existing surface.

SITE RESTORATION

92. **Minimize Damage to Landscape:** Existing landscape within the area of work shall be carefully removed and replaced with minimal damage.
93. **Site Restoration:** The Contractor shall return the private yards, sidewalks, planters, irrigation systems, and any other facilities, public or private, disturbed by the work to the same or better condition that existed prior to commencement of the work. The Contractor shall make a reasonable effort to restore each private yard disturbed by the work within one week after the work is completed on the same yard except where the City's inspector agrees that for construction reasons, the one-week requirement may be extended.



EXCAVATION PERMIT APPLICATION

Please see previous instructions for items to be submitted with this application.

INSURANCE CERTIFICATES WITH ADDITIONAL ENDORSEMENT MUST BE ATTACHED.

Excavation Permit No. _____

A. **General Information** (Please print or type)

Street Address: _____ Date: 5/9/2023

Site Location if Different from Address: Storm drain outfall on Stevens Creek at El Camino Real (37 37815, -122 06934)

Description of the Work:

Install netting device to storm drain outfall for trash monitoring project.

Applicant acknowledges to allow for a minimum of 15 working days for the permit to be reviewed and processed.

For large projects, specify the number of working days to complete all construction: _____

USA Identification No. (if work is scheduled to begin within the next two weeks): _____

Is this work related to a building permit? Y/N N If yes, date issued: _____ Building Permit No.: _____

APPLICANT'S SIGNATURE: Paul Randall Company Name: EOA, Inc
(Print)

B. **Permittee/Contractor's Information** (if separate, provide both)

Name: EOA, Inc. / Oldcastle Infrastructure

Address: 1410 Jackson Street / 7100 Longe Street Suite 100

City: Oakland / Stockton State: CA / CA Zip: 94612 / 95206

Contact Person's Name: Chris Sommers Telephone No.: 510-832-2852 x109

Emergency Telephone No.: _____ Fax No.: _____

State Contractor License No.: 891107 A - General Engineering City Business License No.: 59593 (EOA, Inc)

Email: csommers@eoainc.com

C. **Owner/ Facility Owner Information**

Name: City of Mountain View

Address: 500 Castro St

City: Mountain View State: CA Zip: 94041

Contact Person's Name: Carrie Sandahl Telephone No.: 650-903-6224

Email: Carrie.Sandahl@mountainview.gov Fax No.: _____

City of Mountain View - Trash Outfall Monitoring Site and Work Plan

Trash Monitoring Location

To satisfy NPDES permit requirements, the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) must monitor three storm drain outfalls during a minimum of three wet weather events per year beginning October 1, 2023. One of the three outfall locations is at Stevens Creek, about 300 feet south of El Camino Real (Figure 1). The project location is on parcel number 197-43-001, which is owned by City of Mountain View (Figure 2)



Figure 1. Trash monitoring outfall at Stevens Creek south of El Camino Real.

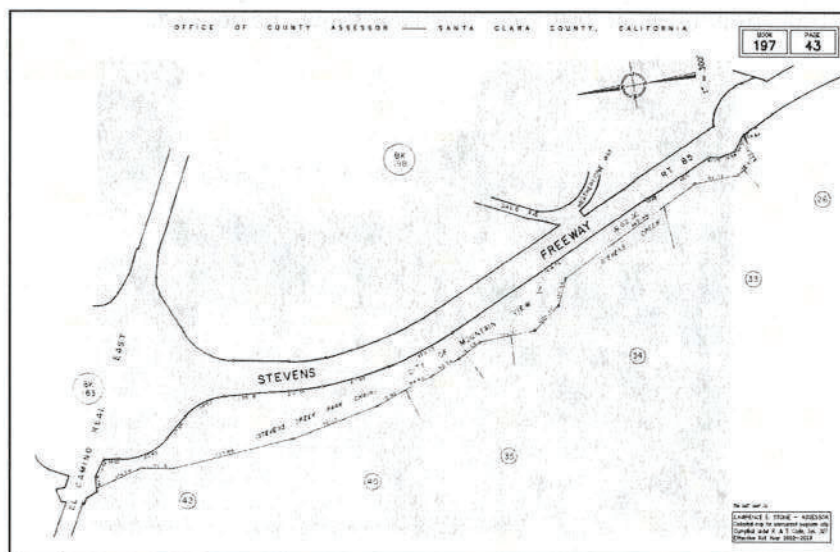


Figure 2. Map of parcel (197-43-001) showing ownership by City Of Mountain View at project location.

Installation of Trash Net

Monitoring will be conducted with netting devices that are attached to the end of the outfall pipe that allows for capture of trash discharging through the storm drain. The project will use netting devices designed by Oldcastle Infrastructure™. The FloGard® NetTech (NetTech) is a gross pollutant trap that combines a marinegrade, stainless-steel pipe extension with a heavy-duty, UV-stabilized polyethylene net (Figure 3). The trash net will be installed by inserting the steel body into the concrete pipe and bolting to the side walls of the pipe. The nets will be attached and removed prior and following targeted storm events. Specifications of trash net to be installed are provided in Attachment 1.



Figure 3. Trash monitoring outfall (a) and NetTech device (b) to be installed at outfall.

Site Access for installation and maintenance

Installation of trash net device will occur during the month of September 2023. Contractor will access the site by vehicle (3500 flatbed truck) via entrance to the Stevens Creek bike trail on south side of El Camino Real. Extreme care will be taken to yield to any bikes or pedestrians that are observed on the pathway. The vehicle will be parked on the shoulder of the bike trail north of the speed limit sign, which is located directly above the outfall (Figure 4 and Figure 5). The truck will not block pedestrian or bike traffic along the trail. As a result, no traffic control plans should be needed.



Figure 4. Parking location for truck during trash net installation and maintenance.

The stainless-steel body of netting device will be lowered down the bank using a boom attached to the truck. Field staff will access the outfall on foot and secure the device to the headwall of the outfall using hand tools. The steel body of the netting device will remain attached to the outfall for duration of the monitoring project (4 years – September 2023 through May 2027).

Trash monitoring will occur during three targeted storm events each year, starting in October 2023. During each monitoring event, field staff will attach nets to the device prior to the storm and retrieve them 1-2 days following the storm. From top of bank location (Figure 5), a cable from winch will be lowered down the bank and attached to the net. Tarps will be spread along existing dirt path between top of bank and outfall. The net will be carefully pulled up the bank along tarp-lined path, lifted on the flatbed truck and transport to offsite storage location.

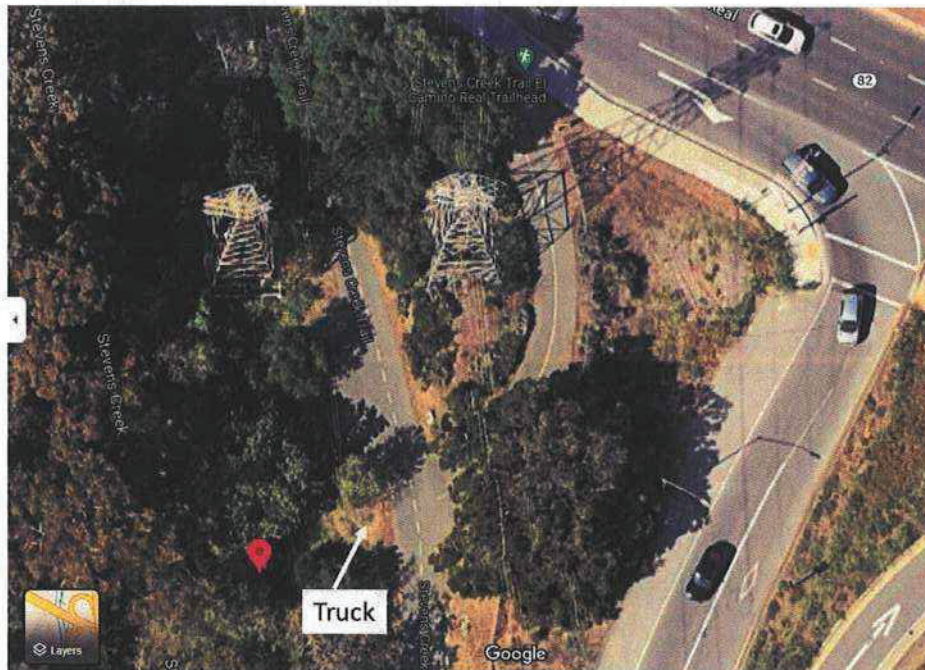


Figure 5. Location of truck during trash net installation and maintenance.

Attachment 1

Net Tech Insert Design



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-272-1400 FAX (A/C, No): E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com
INSURED EOA, Inc. 1410 Jackson Street Oakland CA 94612	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: The Travelers Indemnity Company of Connecticut INSURER C: Indian Harbor Insurance Company INSURER D: INSURER E: INSURER F:
License#: 6003745 EOAINC0-01	NAIC # 25674 25682 36940

COVERAGES**CERTIFICATE NUMBER:** 320961900**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6806H44171A	2/9/2023	2/9/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4R124619	2/9/2023	2/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CUP7777Y43A	2/9/2023	2/9/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB6J796552	2/9/2023	2/9/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability (includes Pollution Liability)			PEC000094423	2/9/2023	2/9/2024	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Liability policy is follow-form to underlying: General Liability/Auto Liability/Employer's Liability.

The Named Insured has no company owned autos.

Re: All Operations of the Named Insured. The City of Mountain View, its officers, officials, employees and volunteers are named as Additional Insured for General Liability and Auto Liability as required per written contract or agreement. General Liability Insurance is primary and non-contributory per policy form. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation. 30 Day Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

The City of Mountain View
Public Works Department
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB6J796552

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 6/28/2023

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

THE CITY OF MOUNTAIN VIEW, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS

500 CASTRO STREET
P.O. BOX 7540
MOUNTAIN VIEW CA 94039-7540

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any state or governmental agency or subdivision or political subdivision shown in the Schedule is an insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury," "property damage", "personal injury" or "advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

THE CITY OF MOUNTAIN VIEW, ITS OFFICERS,
OFFICIALS, EMPLOYEES AND VOLUNTEERS
500 CASTRO STREET
P.O. BOX 7540
MOUNTAIN VIEW, CA 94039-7540

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance**, in **B., General Conditions**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Working hours:
7:30 am-4:00pm
Mon-Fri, excluding holidays

Stevens Creek Bike Trail Access at El Camino Real

Traffic Control Plan
Two Lane Bike Path
Reduced to One Lane

