Contra Costa County
Flood Control
& Water Conservation District

Application and Permit Center

PERMIT # **608-12**
FILE #
INSPECTION AREA **B**
Rev 1/30/12

ENCROACHMENT PERMIT FOR USE OF DISTRICT RIGHT OF WAY

PERMITTEE: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
TELEPHONE NUMBER: _____ FAX: _____

CONTACT PERSON: _____ TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

*PLEASE READ **ALL SECTIONS** OF THIS PERMIT CAREFULLY AND KEEP IT AT THE WORK SITE.*

The permittee agrees to defend, save, indemnify and hold harmless the County of Contra Costa, Contra Costa County Flood Control and Water Conservation District (District), its officers, employees and agents from all liabilities imposed by law by reason of injury to or death of any person(s) or damage to property, including without limitation liability for trespass, nuisance or inverse condemnation, which may arise out of the work covered by this permit, and does agree to defend the County and District, its officers, employees and agents against any such claim or action asserting such liability. Accepting this permit or starting any work hereunder shall constitute acceptance and agreement to all of the conditions and requirements of this permit and the Ordinance and Specifications authorizing issuance of such permit.

In compliance with your request, and subject to all of the terms, conditions and restrictions written below or given as general or special provisions on any part of this form, PERMISSION IS HEREBY GRANTED AS FOLLOWS:

LOCATION: **Upper and Lower Sand Creek Basins, Antioch / Brentwood Area.**

PERMITTED USE: **Partial excavation of Upper Sand Creek Basin and partial excavation of Lower Sand Creek Basin**

☐ Work Completed	Inspector: _____	**Approved Start Date**: **June 6, 2012**
☐ Expired		
☐ Looks OK – No Inspection Requested	Date: _____	**Expiration Date**: **November 1, 2012**

30 Muir Road, Martinez, CA 94553-4601
Phone: (925) 674-7744 • Fax (925) 674-7271 • email: rhend@pw.cccounty.us
www.cccpublicworks.org

Items Attached or Referred to Herein and Made Part Hereof:

1. General Provisions, Sheets GP-9 through GP-11, attached.

Special Provisions:

1. With the receipt of both this completed permit application and a $25,000 deposit, the District will hold the available borrow material for the Permittee for use in the State Route 4 Sand Creek Interchange project (Project). Upon determination of the apparent low bidder of the Project by the Contra Costa Transportation Authority (CCTA), the District will cancel all permits for Permittees that are not the apparent low bidder on the Project, and will refund each $25,000 deposit with no further obligation by either Permittee or District. Deposits shall be returned by the District within 3 weeks of project award by CCTA.

2. The District shall retain the $25,000 deposit of the Permittee (if any) that is determined by CCTA to be the apparent low bidder, and this deposit will become the required cash bond for this permit. Permittee will then need to satisfy all permit conditions, such as insurance and submittals, detailed below, and complete the work in accordance with the supplied grading plans. If Permittee, after being identified as the apparent low bidder, elects not to use the material from the District's basins, or fails to remove the material shown on the grading plans, District reserves the right to use the cash deposit to reimburse District's costs expended to make the site available for borrow.

3. In accordance with items 1 and 2 above, a $25,000 cash bond is required to be submitted with the application for this permit. The cash bond will be returned approximately 90 days after the permit has been signed off and any punchlist items have been resolved. In the event that the work performed under this permit is not acceptable to the District or there are deficient site conditions due to the activities of the Permittee, the District may perform the corrective work and use the cash bond to cover its expenses.

4. PERMITTEE shall schedule an on-site pre-construction meeting with the District Inspector at least 1 week before starting any work under this permit. The District Inspector is **TBD @ (925) XXX-XXXX.** This pre-construction meeting shall include a short briefing for all personnel performing excavation activities by the District's consulting archeologist per the requirement in the District's environmental document.

5. By accepting this permit, Permittee agrees to adhere to all conditions specified by the Contra Costa County Flood Control and Water Conservation District (District) related to this permit.

6. Insurance is required. Permittee shall submit to the District an acceptable Certificate of Insurance naming Contra Costa County, Contra Costa County Flood Control and Water Conservation District, their employees, officers, and agents as additional insured for the duration of this permit. Exhibit A attached to this permit contains the specific insurance terms.

7. All grading shall have positive drainage to the existing wetlands area or secondary basin outlet.

8. This permit will expire on October 15, 2012. Any request for time extension must be submitted to the District, in writing, at least 2 weeks prior to the expiration of the permit. Granting of any time extension will be at the discretion of the District Inspector.

9. All soil material taken by the Permittee, in accordance with the terms and conditions of this permit, becomes the property of Permittee to be used and disposed of as Permittee sees fit. The District has obtained a geotechnical report and a soils characterization report to investigate the presence or absence of contaminants in the soils. These reports are for reference only. The District makes no representation whatsoever as to the quantity, quality or condition of any soils material which Permittee acquires "as is" and "where is". It is the sole responsibility of the Permittee to verify the condition and suitability of the soil for Permittee's intended purpose.

10. Permittee shall be responsible for determining if there are underground utilities at the site.

11. Permittee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for the site and implement any BMPs contained therein. At a minimum, the SWPPP should include a stabilized construction entrance, hydroseeding the disturbed area prior to the rainy season, installing straw wattles on disturbed slopes and silt fence between the excavated area and the northerly boundary of the existing southern detention basin. Permittee shall submit the SWPPP to the inspector at or before the preconstruction meeting. No grading shall occur until the SWPPP has been approved by the District Inspector. After October 1, Permittee shall have, on site, all needed materials ready to install as noted in the SWPPP. Permittee shall install these when rain is threatened or when directed by the District Inspector.

12. District will file the Notice of Intent (NOI) with the Regional Water Quality Control Board on behalf of Permittee. Permittee shall keep copies of the NOI and SWPPP on the project site at all times.

13. Permittee shall implement the measures in the SWPPP to the satisfaction of the District Inspector.

14. Permittee shall provide adequate dust control at all times and shall comply with the Bay Area Air Quality Management District Standards as they apply to the work.

15. District shall be responsible for locating and flagging all existing County and Flood Control monuments at the work site. Permittee shall be responsible for protecting in place all existing flagged County and Flood Control monuments at the work site during the duration of the work.

16. Permittee shall attend a final project inspection with the District's inspector prior to closing the permit and releasing any cash bonds.

17. District's survey crew will provide one set of construction stakes for the work area shown on the grading plan for Areas G1, G2 and G3 at no cost to Permittee.

18. District will perform needed preconstruction surveys and pay impact fees in accordance with the East County Habitat Conservation Plan (HCP).

19. District survey crews will construct one final as-built survey of the graded area. If grading deficiencies are uncovered (ie: disturbed area does not drain to existing outlets), Permittee shall perform remedial grading to the satisfaction of the District Inspector and, at Permittee's sole expense, prepare and submit an as-built topographic survey stamped by a registered engineer.

20. Permittee shall complete all excavation at Upper Sand Creek Basin (Areas G1 and G2) before beginning any excavation at Lower Sand Creek Basin (Area G3).

Special Provisions Specific to Upper Sand Creek Basin:

21. All work within the District's right of way for the Upper Sand Creek Detention Basin shall be in accordance with the 2012 plans titled "USCB Interim Grading, Northern Borrow Area G1 and Southern Borrow Area G2", incorporated herein by reference. No work or access except for installing silt fence is permitted within the existing wetlands area between Area G1 and G2 or in Sand Creek south of Area G2.

22. Permittee shall provide adequate traffic control measures and signing for vehicles entering and departing the access road to the site, off of Deer Valley Road, and keep Deer Valley Road clean of dirt and debris.

23. Permittee shall coordinate livestock and site access issues with Walt Bartlett (925) 754-4533 & (925) 783-7647 (cellular phone). Prior to starting work, Permittee shall ensure no livestock are present on District property. If livestock are present along the haul route between the basin and Deer Valley Road, Permittee shall ensure, in cooperation with Mr. Bartlett, that the livestock are safely separated from the work area.

24. Permittee shall secure the gates at the entrance/exit of the property on Deer Valley Road at the end of each working day.

25. Any damage to gravel access roads caused by Permittee's operation shall be repaired to its pre-construction condition by Permittee at their expense. Permittee shall use ¾ inch Class 2 Aggregate Base to repair damage to the gravel surfacing of the access road. The replacement gravel surfacing shall be compacted to a minimum of 90% relative compaction.

26. The work in Area G2 will require removal of approximately 1800 LF of fencing. Permittee shall remove and dispose of this fencing as part of the work shown on the approved grading plan. Permittee shall stabilize the ends of the remaining fencing to the satisfaction of the District Inspector. Replacement of the removed fencing is not required.

Special Provisions Specific to Lower Sand Creek Basin:

27. All work within the District's right of way for the Lower Sand Creek Detention Basin shall be in accordance with the 2012 plans titled "LSCB Interim Grading, Borrow Area G3", incorporated herein by reference. No work or access except for installing silt fence is permitted within the existing wetlands area in the center of the basin.

28. Permittee shall provide adequate traffic control measures and signing for vehicles entering and departing the access road to the site, Sand Creek Road, and keep Sand Creek Road clean of dirt and debris.

29. Permittee shall secure the site at the end of each working day.

30. Permittee shall protect in place all perimeter chain link fencing surrounding the site. Any damaged fencing or gates shall be repaired or replaced to the satisfaction of the District Inspector.

31. Any damage to the paved or gravel access roads caused by Permittee's operation shall be repaired to its pre-construction condition by Permittee.

Work performed under this permit shall not commence before June 6, 2012, and shall be completed by October 15, 2012.

Failure to complete work by said date shall void this permit unless a written extension is granted by the District.

FOR PERMITTEE:
I hereby acknowledge that I have read this permit and agree to comply with all of the conditions stated herein and with all applicable Ordinances and Laws. For those areas involved herein to which the District does not hold fee title, I have also obtained permission from the underlying property owners.

(Sign)_____ Date_____

(Print)_____ Title_____

FOR THE DISTRICT: Permission is Granted

Julia R. Bueren, Ex-Officio Chief Engineer

By_____ Date_____

****

Permit Fee / Deposit: Fee $ Waived Receipt Number: N/A

Bond Required? ☒Yes ☐No Bond Type ☒Cash ☐Surety

Bond Amount: Bond $ 25,000 Receipt Number: G-_____

Insurance Required? ☒Yes ☐No (The Minimum Limit for bodily injury and property damage is $1 million G.C.L.)

G:\FLDCTL\WATERSHED PLANNING - ENGINEERING\DA 104 - SAND CREEK\UPPER SCB\INTERIM EXCAVATION PLANS 2012\FCP 608-12 CONDITIONS 3-14-12.DOCX
PRINT DATE: MARCH 14, 2012

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Permit For Use Of District Right Of Way

GENERAL PROVISIONS

1. Definitions.

   a. "District" shall mean the Contra Costa County Flood Control and Water Conservation District, the grantor of this permit.

   b. "District's right of way" shall mean those areas involved herein on which District has land rights, whether those rights be held in fee, easement, license, permit from others, or any other form.

   c. "Permitted use", "planned installation", "permittee's facilities", "work covered herein" or other such phrases shall mean the specific work or purpose for which this permit is granted.

2. Scope of Permit. This permit is to be strictly construed and no work other than that specifically mentioned is authorized hereby. Incorporation herein of Permittee's plans does not constitute approval of items shown on said plans which lie outside the limits of District's right of way, nor of temporary alterations of District's flood control facilities (e.g. diversion dams, haul roads, cutting of banks or levees, sump holes) not shown on said plans which the Permittee or its contractor's may find necessary in order to construct or maintain the planned facilities. For any such alteration, Permittee or its contractor shall obtain District approval either by amendment to this permit or by separate permit.

3 No Precedent Established. It is understood and agreed by Permittee that approval of a particular action under a permit shall not establish a precedent for future similar requests by Permittee.

4. Granting of Rights to Others. Nothing herein contained shall be construed to prevent District from granting rights to others within District's right of way concerned herein or using said right of way for any and all purposes, provided, however, that District shall not unreasonably prevent or obstruct Permittee's rights hereunder.

5. Permission of Underlying Owners and Holders of Prior Rights. Where District's title to the right of way concerned herein is anything less than fee, or where others are holders of prior rights within right of way held in fee by District which might be affected by Permittee's proposed use, the permission granted herein is valid only to the extent that District is legally able to grant such permission. Permittee shall also obtain permission for the proposed use of said right of way from said underlying owners or holders of prior rights. This permit shall not be effective until such permission is obtained. When specifically stated elsewhere herein, Permittee shall submit evidence of such permission to District. Failure of District to notify Permittee of the existence of such underlying owners and holders of prior rights shall not relieve Permittee of the responsibility of obtaining said separate permission.

General Provisions (Continued)

6. Non-Assignment. Permittee shall not assign, transfer or sublet this permit or any privileges herein granted except with the written consent of District.

7. Pending Easement. If so indicated elsewhere herein, negotiations are underway for the granting of an easement by District to Permittee for that portion of the work or facilities permitted herein which lie within lands owned in fee by District. District reserves the right to incorporate any or all of the conditions of this permit in said easement. Any conditions of this permit not so incorporated shall remain in full force and effect unless specifically revised or negated in the easement document or by written amendment to this permit. This permit shall not be construed as a release or waiver in any way of the right to compensation for such easement.

8. Future Relocation. If Permittee's facilities should at some time in the future interfere with District's maintenance, repair, reconstruction, alteration or expansion of its flood control facilities, or with installation of new facilities by the District, Permittee's facilities shall be removed, relocated, or modified to the satisfaction of District at the sole cost and expense of Permittee.

9. Revocability and Modification. This permit is revocable on five days notice, and is subject to modification by the District at any time. The listing of a specific expiration date elsewhere in this permit does not waive the right of the District to revoke this permit prior to that date as hereinabove provided. This permit may be revoked or suspended without prior notice if justifiable complaints of "nuisance" (e.g. dust, noise or invasion of privacy) are received from occupants or owners of nearby property.

10. Hold Harmless. Permittee shall indemnify, defend and hold harmless the District of and from any and all claims including inverse condemnation, demands, damages, losses, actions, causes of action or judgments which District may pay or be required to pay by reason of any damages, injury or death to any person or property suffered by any person, firm or corporation as a result of the exercise by Permittee of the rights herein granted.

11. Insurance. If so stated elsewhere herein, this permit shall not be effective for any purpose unless and until Permittee files with District a certificate from his insurer stating that the Contra Costa County Flood Control and Water Conservation District and Contra Costa County has been named, for the purpose and duration of this permit, as an additional insured in his commercial general and automobile liability insurance policies to the minimum limits indicated.

12. Bond. If so stated elsewhere herein, this permit shall not be effective for any purpose unless and until Permittee files with District a bond in the form and amount indicated.

13. Expense of Inspection. Current fee schedule.

14. Notice Prior to Starting Work. Permittee shall notify District's Maintenance Division at least three working days in advance of starting the work covered herein or any new phase thereof.

General Provisions (Continued)

15. Non-Interference. Any work performed hereunder by Permittee or its authorized agents shall be done in such a manner as will at all times enable the District, its authorized agents or contractors, to use District's right of way.

16. Restoration of District's Facilities. Any District facilities removed or damaged during installation or maintenance of Permittee's facilities shall be replaced or repaired equivalent to, or better than their pre-existing condition at the sole cost and expense of the Permittee. If, upon being given reasonable notice by the District, the Permittee does not promptly make such restoration, the District reserves the right to perform the needed work and to bill the Permittee for the actual cost thereof.

17. As-Built Plans. Upon completion of underground or surface work of consequence, Permittee shall furnish to the District plans showing location and details unless pre-installation plans attached hereto sufficiently and accurately show such information.

18. Marking of Underground Facilities. Above-ground markers shall be placed by Permittee at locations satisfactory to District to indicate the line and depth of underground facilities installed under this permit.

19. District Non-Responsibility. Unless otherwise provided herein, District assumes no responsibility for the design, construction, maintenance or repair of Permittee's facilities and will not be responsible in any way for any damage to Permittee's facilities resulting from District's construction, reconstruction, alteration, operation and maintenance of District's facilities.

20. Maintenance. Unless otherwise provided herein, the Permittee agrees to exercise reasonable care to maintain properly any item installed under this permit and to exercise reasonable care in inspecting and immediately repairing and making good any injury to any portion of District's facilities which occurs as a result of the maintenance of such items in District's right of way or as a result of the work done under this permit, including any and all injury to District's facilities which would not have occurred had such work not been done or such item not been placed therein. Except in the case of emergency, Permittee shall consult District at least seven days in advance of commencement of any non-routine maintenance operations.

21. No Recourse Against District. The Permittee shall have no recourse whatsoever against the District for any loss, cost, expense, or damage arising out of any provisions or requirement of this permit because of its enforcement or for the termination or revocation of this permit as provided herein. Nor shall this permit be given any value before any court or public authority in any proceeding of any character.