

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY, THE REDEVELOPMENT AGENCY OF THE COUNTY OF  
CONTRA COSTA, AND THE CITY OF PITTSBURG  
FOR THE  
BAILEY ROAD IMPROVEMENT PROJECT**

1. PARTIES. Effective on the \_\_\_\_ day of \_\_\_\_\_ 2011, the County of Contra Costa, a political subdivision of the State of California ("COUNTY"), the Redevelopment Agency of the County of Contra Costa, a redevelopment agency organized and existing under the Community Redevelopment Law, Health and Safety Code sections 33000 et seq. ("AGENCY"), and the City of Pittsburg, a municipal corporation ("CITY"), mutually agree and promise as follows:
2. RECITALS.
  - (a) The Bailey Road Improvement Project ("PROJECT") is a project to reconstruct and widen Bailey Road between the Highway 4 interchange and West Leland Road, shown in EXHIBIT A. The PROJECT includes improvements to the eastern side of Bailey Road, which is in the unincorporated Contra Costa County in the Pittsburg/Bay Point area. CITY is responsible for the design and construction of the PROJECT. The total cost of the PROJECT is \$4.28 million. The cost estimate is identified in EXHIBIT B.
  - (b) Under Health and Safety Code section 33445, certain findings concerning the unavailability of alternative means of financing and benefit to the redevelopment project area must be made before AGENCY can provide financial assistance to the PROJECT. The Board of Supervisors has made the findings required by Health and Safety Code section 33445.
  - (c) AGENCY and CITY have applied for and been granted funds through the Safe Routes to Transit Program in the amount of \$650,000, Transportation Development funds in the amount of \$160,000, and Transportation for Livable Communities in the amount of \$989,000, for use toward the PROJECT.
  - (d) COUNTY Land Use Permit 2020-89 authorizes the Keller Canyon Landfill Company (hereinafter referred to as "DEVELOPER") to establish and operate a sanitary landfill adjacent to Bailey Road in the unincorporated area of Contra Costa County.
  - (e) COUNTY Condition of Approval No. 29.6 of Land Use Permit 2020-89 requires the DEVELOPER to determine and fund necessary improvements of the right hand outside lanes of Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to mitigate impacts from the southbound and northbound truck traffic to and from the landfill site. Condition of Approval No. 29.6 of Land Use Permit 2020-89 is attached as Exhibit C.
  - (f) COUNTY Condition of Approval No. 29.6 of Land Use Permit 2020-89 requires the DEVELOPER to fund the OUTSIDE LANE IMPROVEMENTS. The OUTSIDE LANE IMPROVEMENTS are identified as improvements along Bailey Road on the outside northbound and southbound lanes between West Leland and Highway 4. Pursuant to Condition of Approval No. 29.6 of Land Use Permit 2020-89, COUNTY, in consultation

with the CITY, has determined that the amount necessary to fund the OUTSIDE LANE IMPROVEMENTS is \$1,193,000. The cost estimate of the OUTSIDE LANE IMPROVEMENTS is attached as Exhibit D. COUNTY has collected \$1,193,000 from DEVELOPER. A total of \$1,093,000 of the collected DEVELOPER funds will be transferred to CITY for the PROJECT.

- (g) Of the remaining amount of the PROJECT cost, CITY will contribute \$956,635 and AGENCY will contribute \$332,826.

3. CITY'S RESPONSIBILITIES.

- (a) CITY shall complete preliminary PROJECT engineering, PROJECT environmental processing and review, PROJECT design, PROJECT right-of-way engineering, and advertise for bids and award a contract for PROJECT construction to the lowest responsible bidder. All engineering and design work for the OUTSIDE LANE IMPROVEMENTS shall be performed to the satisfaction of COUNTY, in accordance with COUNTY standards and requirements, including the standards specified in Condition of Approval No. 29.6 of Land Use Permit 2020-89. Before award of the PROJECT: (1) CITY shall obtain COUNTY's written approval of the design documents and specifications for the PROJECT; and (2) CITY's Council shall approve the design for the PROJECT, including the OUTSIDE LANE IMPROVEMENTS, pursuant to Government Code Section 830.6.
- (b) CITY shall ensure that the following insurance requirements are incorporated into all contracts entered into by the CITY, or their contractors, subcontractors or assigns, in connection with this Agreement: (1) contractors shall maintain workers' compensation insurance pursuant to state law; (2) contractors shall maintain commercial general liability insurance, including contractual liability (or blanket contractual) coverage, owners' and contractors' protective coverage, and broad form property damage coverage, with a minimum single-limit coverage of \$2 million per occurrence; (3) contractors shall maintain builders' risk insurance in an amount equal to the construction contract amount, with a waiver of subrogation for the City and County and Agency, and naming the City and County and Agency as loss payees; and (4) contractors shall maintain vehicle liability insurance with a minimum combined single-limit coverage of \$1 million per occurrence. Contractors shall provide certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage and requiring at least 30 days' written notice to the City and County and Agency of policy lapse, cancellation, or material change in coverage. The commercial general liability insurance and vehicle liability insurance shall include endorsements naming the County and City and Agency, and their governing bodies, officers, agents and employees, as additional insureds. The aforementioned insurance policies shall contain a provision that the insurance afforded thereby to the additional insureds shall be primary insurance to the full limits of the policy and that, if any of the additional insureds has other insurance or self-insurance against a loss covered by such policy, such insurance or self-insurance shall be excess insurance only.
- (c) CITY shall ensure that the contract documents for the PROJECT include provisions requiring the successful bidder to provide indemnity, warranties and bonds in the amounts and manner set forth below.

- (1) Indemnity. The Contractor will be required to defend, indemnify and hold

harmless the County and City and Agency, and their governing bodies, officers, agents and employees, from and against any and all liability, claims, actions, cause of action or demands whatsoever against any of them, including related attorneys' fees, arising out of or connected with any injury or death of any person or damage to property or other liability of any nature arising out of or in any way connected with the Project. Except as prohibited by Civil Code section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the County or City or Agency or any indemnitee.

(2) Warranties. In addition to all warranties existing at law, the Contractor will be required to provide an express warranty for the benefit of the County and City and Agency, for a one-year time period, containing, at a minimum, the Contractor's guarantee that the work has been performed in accordance with the plans and specifications, and the Contractor's agreement to repair or replace all work that fails to conform to the plans and specifications or proves to be defective in workmanship or materials during the stated time period. The warranty period shall commence on the first working day following City Council acceptance of the work of improvement as complete.

(3) Bonds. The Contractor will be required to present two good and sufficient surety bonds, one for payment and one for performance, each in an amount equal to 100 percent of the contract price, issued by a surety admitted in the State of California in a form satisfactory to the County and City and Agency, naming the County and City and Agency as obligees on the bonds.

- (d) CITY shall perform contract administration for the PROJECT within the jurisdictional boundaries of both the COUNTY and CITY.
- (e) CITY shall require its Contractor to apply to COUNTY for a no-fee encroachment permit for all improvements constructed within the jurisdictional boundaries of the COUNTY public right of way, and comply with all permit terms. CITY shall require its contractor to apply for an encroachment permit in substantially the form attached to this MOU as Exhibit E.
- (f) CITY shall enter into a right-of-entry agreement with AGENCY for construction of improvements on AGENCY-owned property. CITY shall enter into a right-of-entry agreement in substantially the form attached to this MOU as Exhibit F.
- (g) CITY shall have no obligation to award a contract for construction of the improvements pursuant to this MOU if the City Council determines, for any reason, that award is not in the public interest. If the CITY does not award a contract for construction of the improvements, CITY will reimburse AGENCY and COUNTY any amounts advanced for construction pursuant to Paragraph 5.

#### 4. COUNTY'S RESPONSIBILITIES.

- (a) COUNTY shall transfer to the CITY the amount not to exceed \$1,093,000.00 to cover costs of installing the OUTSIDE LANE IMPROVEMENTS, including all preliminary engineering, design, right of way engineering, environmental, and construction costs, according to the following schedule: COUNTY shall pay the amount of \$546,500.00 on the day the PROJECT contract is awarded by CITY. COUNTY shall pay another \$273,250.00 to CITY when fifty percent of the OUTSIDE LANE IMPROVEMENTS has

been constructed, as determined by the CITY and COUNTY. The remaining \$273,250.00 will be transferred to CITY upon completion of the OUTSIDE LANE IMPROVEMENTS. COUNTY shall not be responsible for any other PROJECT costs. COUNTY will retain \$100,000.00 of the \$1,193,000.00 it collects from the DEVELOPER to cover COUNTY staff costs associated with OUTSIDE LANE IMPROVEMENTS, which staff costs include construction engineering and coordination with the CITY. CITY shall not be responsible for any costs incurred by COUNTY in excess of the DEVELOPER fees withheld.

- (b) COUNTY Board of Supervisors shall approve the PROJECT improvement plans and specifications prepared by the CITY prior to CITY awarding the project for construction.
  - (c) COUNTY shall issue an encroachment permit to CITY's Contractor for all improvements constructed within the jurisdictional boundaries of the COUNTY, at no fee to CITY or Contractor. The encroachment permit will be in substantially the form attached to this MOU as Exhibit E.
  - (d) For features affecting COUNTY, to provide a qualified representative who shall have authority to accept or reject work, materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the COUNTY's encroachment permit. COUNTY's representative shall have no direct contact with CITY's Contractor, but shall make all comments and recommendations to the CITY's representative. COUNTY's representative shall make all recommendations to the CITY's representative.
5. AGENCY RESPONSIBILITIES. AGENCY shall contribute \$332,826 to CITY for CITY's use toward the PROJECT ("AGENCY Contribution"). AGENCY shall transmit \$332,826 to CITY within 30 days after CITY presents an invoice to AGENCY for the AGENCY Contribution. In no event shall AGENCY's obligation under this MOU exceed \$332,826.
6. HOLD HARMLESS.
- (a) Nothing in this agreement is intended to affect the legal liability of any party by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.
  - (b) To the extent not covered by the Contractor's insurance and indemnification provided pursuant to Section 3(b) and 3(c), CITY shall defend, hold harmless, and indemnify COUNTY and AGENCY, and their officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability arising out of the design and construction of the PROJECT prior to acceptance of the PROJECT by the COUNTY, except for liability arising out of the sole negligence or willful misconduct of COUNTY or AGENCY, or their officers, agents or employees.
7. COMPLETION. Upon completion of the PROJECT, COUNTY and CITY shall conduct a joint final inspection of the PROJECT within the COUNTY's jurisdictional boundaries. The City Council will accept the work of improvement as complete following said final inspection. The legislative body of the COUNTY and AGENCY will accept the work of improvement within their respective jurisdictional areas contemporaneous to acceptance by the City Council. The COUNTY Board of Supervisors will accept the work of improvement within its jurisdiction as soon as practicable following acceptance by the City Council. For features affecting COUNTY, the CITY shall warrant that the road and ancillary

improvements located within the PROJECT are constructed, installed and completed in accordance with the approved plans and specifications to the reasonable satisfaction of the COUNTY.

8. GUARANTEE, WARRANTY AND ACCEPTANCE. CITY shall require that its Contractor guarantee that the PROJECT are and will be free from defects and will perform satisfactorily in accordance with COUNTY standards and requirements. Prior to the expiration of the one year warranty period of the OUTSIDE LANE IMPROVEMENTS, COUNTY and CITY shall conduct a joint final inspection. After COUNTY and CITY have determined that the work of improvements has performed during the warranty period to COUNTY's and CITY's satisfaction, COUNTY shall provide concurrence for a release of the warranty bond for the OUTSIDE LANE IMPROVEMENTS within the COUNTY's jurisdictional area. COUNTY shall not unreasonably withhold said release.
9. OWNERSHIP AND MAINTENANCE
  - (a) After COUNTY accepts the PROJECT as complete, COUNTY shall own and maintain the portion of the PROJECT located in Contra Costa County's jurisdictional boundaries, shall assume total responsibility for that portion, and shall defend, indemnify, save and hold harmless CITY, its governing body, officers, agents, and employees, against all claims, demands, suits, costs, expenses, and liability for any damages, injury, sickness, or death occurring after acceptance and relating to the design, construction, use, operation or maintenance of the portion of the PROJECT located in Contra Costa County.
  - (b) After CITY accepts the PROJECT as complete, CITY shall own and maintain the portion of the PROJECT located in CITY of Pittsburg's jurisdictional boundaries, shall assume total responsibility for that portion, and shall defend, indemnify, save and hold harmless COUNTY, its governing body, officers, agents, and employees, against all claims, demands, suits, costs, expenses, and liability for any damages, injury, sickness, or death occurring after acceptance and relating to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in the CITY of Pittsburg.
10. TERM OF AGREEMENT. Except for the provisions of paragraphs 6 and 9, this agreement shall expire upon the end of the warranty period of the PROJECT as specified in paragraph 8; provided, however, if CITY does not award a contract pursuant to paragraph 3(h), this agreement shall terminate.
11. AGREEMENT MODIFICATION. This Agreement shall be subject to modification only with the written consent of the legislative bodies of all parties. No party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this Agreement is made.
12. ACCOUNTABILITY. The parties shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements. CITY will be strictly accountable for all funds and will report all receipts and disbursements for the PROJECT to COUNTY and AGENCY when requested.
13. USE OF FUNDS. CITY shall use the AGENCY and COUNTY contribution solely for the PROJECT.

14. NOTICE. All correspondence regarding this MOU, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers:

AGENCY:

James Kennedy, Redevelopment Director  
2530 Arnold Drive, Suites 190  
Martinez, CA 94553  
(925) 335-7200

CITY:

Joe Sbranti, City Engineer  
65 Civic Drive  
Pittsburg, CA 94565  
(925) 252-4930

COUNTY:

Julia Bueren, Public Works Director  
255 Glacier Drive  
Martinez, CA 94553  
(925) 313-2201

15. CONSTRUCTION. The section headings and captions of this MOU are, and the arrangement of this instrument is, for the sole convenience of the parties to this MOU. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this MOU.
16. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.
17. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this Agreement will not become effective until counterparts have been executed by all parties. Faxed signatures on this MOU or any notice, consent, or amendment required under this Agreement are binding.

IN WITNESS WHEREOF, the parties have each executed this MOU as of the Effective Date.

**CONTRA COSTA COUNTY**

**CITY OF PITTSBURG**

By \_\_\_\_\_  
Gayle B. Uilkema, Chair  
Board of Supervisors

By \_\_\_\_\_  
Will Casey, Mayor

ATTEST:  
David Twa

ATTEST:  
Alice E. Evenson

Clerk of the Board of Supervisors and County Administrator      City Clerk

By \_\_\_\_\_  
Deputy Clerk

RECOMMENDED FOR APPROVAL:  
Julia R. Bueren  
Public Works Director

By \_\_\_\_\_

FORM APPROVED:  
Sharon L. Anderson  
County Counsel

By \_\_\_\_\_  
Deputy

**REDEVELOPMENT AGENCY OF THE  
COUNTY OF CONTRA COSTA**

By \_\_\_\_\_  
Gayle B. Uilkema, Chair  
Board of Supervisors

ATTEST:  
David Twa  
Clerk of the Board of Supervisors and County  
Administrator

By \_\_\_\_\_  
Deputy Clerk

RECOMMENDED FOR APPROVAL:  
James Kennedy  
Redevelopment Director

By \_\_\_\_\_

FORM APPROVED:  
Sharon L. Anderson  
County Counsel

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Deputy Clerk

RECOMMENDED FOR APPROVAL:  
Joe Sbranti  
City Engineer

By \_\_\_\_\_

FORM APPROVED:  
Ruthann G. Ziegler  
City Attorney

By \_\_\_\_\_  
Deputy

**EXHIBIT A**  
**((“PROJECT” Layout - Bailey Road Improvement Project))**

**EXHIBIT B**  
**((“PROJECT” - Cost Estimate))**

**EXHIBIT C**  
**((Conditions of Approval for Land Use Permit 2020-89))**

**EXHIBIT D**  
**((“OUTSIDE LANE IMPROVEMENTS” - Cost Estimate))**

**EXHIBIT E**  
**((ENCROACHMENT PERMIT))**

**EXHIBIT F**  
**((RIGHT OF ENTRY AGREEMENT))**



**EXHIBIT A**  
**"PROJECT" Layout - Bailey Road Improvement Project**

State Hwy 4

BART Entrance

CITY OF  
PITTSBURG

CONTRA COSTA  
COUNTY

Off-Ramp

On-Ramp

Maylard St

CITY OF PITTSBURG  
BAILEY ROAD IMPROVEMENTS  
APPROXIMATE PROJECT LIMITS

Bailey Rd

CONTRA COSTA  
COUNTY

CITY OF  
PITTSBURG

W Leland Rd



Contra Costa County  
**Public Works**  
Department

255 GLACIER DRIVE MARTINEZ, CALIFORNIA 94553 PH: (925) 313-2000 FAX: (925) 313-2333

**EXHIBIT A - PROJECT LAYOUT**

**BAILEY ROAD IMPROVEMENT PROJECT**

DB: BB

CB: \_\_\_\_\_

DATE: JAN 2011

SHEET 1 OF 1

**EXHIBIT B**  
**"PROJECT" - Cost Estimate**

# DKS Associates

(510) 763-2061 Fax: (510) 763-2061

1000 Broadway, Suite 450  
Oakland, CA 94607  
(510) 763-2061

Estimated by: ABH  
Checked by: TJK  
Date Revised: 6/9/2010  
Revised by:  
Date Revised:

## Pittsburg Bailey Road Widening 95% Engineer's Estimate

Item No.	Description	Quantity	Units	Unit Cost	Line Total
1	Mobilization (10%)	1	LS	\$251,361.00	\$251,361.00
2	Traffic Control System (5%)	1	LS	\$102,853.00	\$102,853.00
<b>Civil</b>					
3	Water Pollution Control (SWPPP)	1	LS	\$10,000.00	\$10,000.00
4	Erosion Control	1	LS	\$30,000.00	\$30,000.00
5	Demolition	1	LS	\$53,100.00	\$53,100.00
6	Clearing and Grubbing, Tree Removal, and Tree Protection	1	LS	\$54,500.00	\$54,500.00
7	Earthwork Excavation and Off Haul	4591	CY	\$40.00	\$183,640.00
8	Contractor Utility Adjustment Allowance	1	LS	\$33,350.00	\$33,350.00
9	Temporary Railing (Type K)	840	LF	\$50.00	\$42,000.00
10	Grinding Existing Pavement	10880	SF	\$3.00	\$32,640.00
11	Aggregate Base	2848	CY	\$80.00	\$227,840.00
12	Asphalt Concrete	3840	TON	\$107.00	\$410,880.00
13	Asphalt Concrete Overlay	135	TON	\$107.00	\$14,445.00
14	PCC Curbs and Gutters	1925	LF	\$19.00	\$36,575.00
15	PCC Median Curb	1525	LF	\$15.00	\$22,875.00
16	PCC Sidewalks	16290	SF	\$5.00	\$81,450.00
17	PCC Driveway	4	EA	\$10,000.00	\$40,000.00
18	Special PCC Ramp to Retail Center (AutoZone)	1	LS	\$5,388.89	\$5,388.89
19	Special PCC Ramp to Retail Center (Blockbuster)	1	LS	\$22,072.22	\$22,072.22
20	Curb Ramps	14	EA	\$3,000.00	\$42,000.00
21	Guardrail	1	LS	\$28,275.00	\$28,275.00
22	Handrail	1	LS	\$9,375.00	\$9,375.00
23	Controlled Low Strength Material	200	CY	\$50.00	\$10,000.00
24	Storm Drain Piping - 18 inch RCP	86	LF	\$125.00	\$10,750.00
25	Storm Drain Piping - 15 inch RCP	27	LF	\$100.00	\$2,700.00
26	Abandon Pipe	18	LF	\$100.00	\$1,800.00
27	Remove Inlet	1	EA	\$500.00	\$500.00
28	Construct Manhole	1	EA	\$4,000.00	\$4,000.00
29	Storm Drain Inlet	6	EA	\$3,000.00	\$18,000.00
30	Bailey Rd/Maylard St Traffic Signal	1	LS	\$146,046.50	\$146,046.50
31	Bailey Rd/Leland Rd Traffic Signal	1	LS	\$72,238.00	\$72,238.00
32	Bailey Rd/SR-4 Ramps Traffic Signal	1	LS	\$9,000.00	\$9,000.00
33	Street Lighting	1	LS	\$321,970.00	\$321,970.00
34	Remove Sign and Post	2	EA	\$200.00	\$400.00
35	Relocate Sign and Post	22	EA	\$350.00	\$7,700.00
36	Thermoplastic Traffic Stripe	1160	LF	\$3.00	\$3,480.00
37	Thermoplastic Pavement Marking	405	SF	\$10.00	\$4,050.00
38	Paint Traffic Stripe	5835	LF	\$2.00	\$11,670.00
39	Pavement Markers	168	EA	\$10.00	\$1,680.00
40	Remove Existing Striping	1175	LF	\$1.00	\$1,175.00
41	Removal of Raised Pavement Markers	98	EA	\$5.00	\$490.00
42	Monument Reset	3	EA	\$3,000.00	\$9,000.00
43	Construction Staking	1	LS	\$40,000.00	\$40,000.00

42	Temporary Traffic Signal at Bailey Rd. and Leland Rd.	1	LS	\$132,800.00	\$132,800.00
43	Temporary Traffic Signal at Bailey Rd. and Maryland St.	1	LS	\$82,200.00	\$82,200.00
44	Temporary Traffic Signal at Bailey Rd. and SR-4 Ramps	1	LS	\$89,900.00	\$89,900.00
45	Retaining Wall along West Side of Bailey Rd and North of Bailey Rd/W.Leland Intersection	265	SF	\$ 150.00	\$ 39,750.00
46	Retaining Wall along West Side of Bailey Rd and North of Bailey Rd/Maylard St Intersection	515.00	SF	\$ 150.00	\$ 77,250.00
47	Retaining Wall along East Side of Bailey Rd and in front of Parcel 6	132	SF	\$ 150.00	\$ 19,800.00
48	Retaining Wall along East Side of Bailey Rd and in front of Parcel 9	99	SF	\$ 150.00	\$ 14,850.00
<b>Civil Subtotal</b>					<b>\$2,513,605.61</b>
<b>Landscape</b>					
	<b>Planting</b>				
49	#24 Size Tree	7	EA	\$265.00	\$ 1,855.00
50	#15 Size Tree	54	EA	\$150.00	\$ 8,100.00
51	#5 Size Shrub	166	EA	\$45.00	\$ 7,470.00
52	#1 Size Containers	320	SF	\$12.00	\$ 3,840.00
53	4" Pot Planting	774	EA	\$4.50	\$ 3,483.00
54	Soil Preparation	15,839	SF	\$0.30	\$ 4,751.70
55	Bark Mulch, 2" Deep	103	CY	\$35.00	\$ 3,614.92
56	Root Barriers	1,032	LF	\$7.50	\$ 7,740.00
57	Finish Grading	16,732	SF	\$0.25	\$ 4,183.00
<b>Landscape Subtotal</b>					<b>\$ 45,037.62</b>
	<b>Irrigation</b>				
58	Root Watering System	122	EA	\$40.00	\$ 4,880.00
59	12" Spray Heads	86	EA	\$35.00	\$ 3,010.00
60	Landscape Dripline	5,637	LF	\$0.75	\$ 4,227.75
61	1" Valves	12	EA	\$150.00	\$ 1,800.00
62	1" Mainline	1,190	LF	\$3.75	\$ 4,462.50
63	2" Mainline	200	LF	\$5.50	\$ 1,100.00
64	Quick Coupler Valves	12	EA	\$125.00	\$ 1,500.00
65	12 Station Controller w/ enclosure	1	EA	\$12,000.00	\$ 12,000.00
66	Chase@ 2.50/FT	600	LF	\$2.50	\$ 1,500.00
67	Chase Installation @ 75.00/20' ±	30	EA	\$75.00	\$ 2,250.00
<b>Irrigation Subtotal</b>					<b>\$ 36,730.25</b>
	<b>Miscellaneous</b>				
68	Cobble Set in Mortar	333	SF	\$8.50	\$ 2,830.50
69	Mow Curb	255	LF	\$20.00	\$ 5,100.00
70	Private Property Irrigation/Planting Reconstruction	2,865	SF	\$4.50	\$ 12,892.50
<b>Miscellaneous Subtotal</b>					<b>\$ 20,823.00</b>
<b>Landscape Subtotal</b>					<b>\$ 102,590.87</b>
<b>Sub-Total</b>					<b>\$2,970,411.00</b>
	Contingencies (10%)				\$297,041.10
	Construction Management (8%)				\$237,632.88
	Right of Way Acquisition				\$33,160.00
<b>Total</b>					<b>\$3,538,245.00</b>

**EXHIBIT C**  
**Conditions of Approval for Land Use Permit 2020-89**

LAND USE PERMIT 2020-89  
CONDITIONS OF APPROVAL  
KELLER CANYON LANDFILL

Approved by the  
CONTRA COSTA COUNTY BOARD OF SUPERVISORS  
JULY 24, 1990

Amended by the:  
CONTRA COSTA COUNTY BOARD OF SUPERVISORS  
NOVEMBER 1, 1994 (Amendment 1)  
JUNE 25, 2002 (Amendment 2)

roadway shall be approved by the County Public Works and Community Development Department in consultation with the Riverview Fire Protection District.

- 29.4 Landfill Entrance. The Landfill developer shall construct the Bailey Road entrance to the site in a manner that provides safe access into the landfill. This improvement shall include the following for proper sight distance and intersection design: a separate left turn lane at least 150 feet in length and an acceleration lane, at least 1200 feet in length, leading north on Bailey Road, away from the site. The landfill developer shall also become responsible for a traffic signal at a later date, if warranted. The County Public Works Department shall approve the design of the entrance and estimate its cost. All costs shall be borne by the Landfill developer.
- 29.5 Bailey Road, Pittsburg city limits to the Landfill Entrance. The Landfill developer shall reconstruct the sections of Bailey Road between the city limits and the landfill entrance. The reconstructed roadway shall provide the sight distance, and roadway geometrics (including shoulder widening) specified by the County Public Works Department for truck use. This shall include two twelve-foot lanes with eight-foot shoulders. These improvements shall be in place prior to commencement of landfill operations. The Landfill developer shall upgrade the pavement capacity to reflect a 20-year life (an estimated Traffic Index of 10.0 - 10.5) along Bailey Road between the Pittsburg city limits and the landfill entrance. The County Public Works Department shall approve the design of the roadway and pavement reconstruction and estimate its cost. All costs shall be borne by the Landfill developer.
- 29.6 Bailey Road Pavement Study. The Landfill developer shall conduct a study of the Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to determine the improvements necessary to re-construct the right hand (outside) traffic lanes of the road to a 20-year pavement standard to be an estimated Traffic Index of 10.0 to 10.5. The County Public Works Department, in consultation with the City of Pittsburg, shall estimate the costs of the improvements, estimate the longevity of the existing roadway under increased traffic conditions, and determine a per-ton refuse disposal surcharge adequate to fund the improvements when reconstruction is necessary. The Landfill operator shall impose the surcharge and pay it quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge and its disbursement shall be approved by the Board of Supervisors.
- 29.7 Road Maintenance. Subsequent to the funding of the above traffic lane upgrading improvements, the landfill operator shall impose a surcharge for the maintenance of Bailey Road between the Highway 4 interchange and the Landfill intersection. The surcharge shall be estimated by the County Public



**EXHIBIT D**  
**"OUTSIDE LANE IMPROVEMENTS" - Cost Estimate**

**Transportation Engineering****Planning Cost Estimate**

Contra Costa County Department of Public Works

Project Name: Bailey Road Reconstruction (Outside lanes only)

Project Location: Between SR4 south on/off ramp and West Leland Road

Project Length: 900 Feet/2,400 Square Yards + 1,500 Square Yards (Intersection conforms)

Date of Estimate: May 26, 2009

Revision No.
Revision Date

Prepared by: Angela Villar

No.	Description	Quantity	Units	Unit Cost	Total
1	Mobilization	1	LS	\$50,000.00	\$50,000.00
2	Traffic Control System	1	LS	\$60,000.00	\$60,000.00
3	Storm Water Pollution Prevention Plan	1	LS	\$15,000.00	\$15,000.00
4	Construction Area Signs	10	EA	\$350.00	\$3,500.00
5	Sawcut	3,600	LF	\$3.00	\$10,800.00
6	Roadway Obliteration	1,200	CY	\$50.00	\$60,000.00
7	Hot Mix Asphalt (1.5 feet)	2,430	TON	\$125.00	\$303,750.00
8	Grind Existing Roadway (Conforms)	13,500	SF	\$4.00	\$54,000.00
9	Hot Mix Asphalt (0.5 feet) (Conforms)	506	TON	\$125.00	\$63,281.25
10	Curb Ramps (assumed need new)	20	EA	\$3,500.00	\$70,000.00
11	Striping Removal	3,600	LF	\$1.00	\$3,600.00
12	Striping and pavement markings	3,600	LF	\$3.00	\$10,800.00
13	Traffic Signal Loop Detectors	25	EA	\$500.00	\$12,500.00

OTHER COSTS:	Preliminary Engineering (15%)	\$107,584.69	SUBTOTAL (a)	\$717,231.25
	Construction Engineering (15%)	\$107,584.69	OTHER COSTS	\$310,169.38
	RW Engineering	\$10,000.00	SUBTOTAL (b)	\$1,027,400.63
	Real Property	\$0.00	CONTINGENCY*	\$164,963.19
	R/W Acquisition	\$0.00	TOTAL	\$1,192,363.81
	Caltrans/City of Pittsburg Coordination/Review	\$50,000.00		
	Environmental	\$25,000.00		
	Clean Water Treatment	\$0.00		
	Utility Coordination	\$10,000.00		
	Total OTHER COSTS	\$310,169.38		

➤ <b>ROUNDED TOTAL</b>	<b>\$1,193,000</b>
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\* CONTINGENCY is 20% of (SUBTOTAL (a) plus Construction Engineering)

**EXHIBIT E**  
**DRAFT ENCROACHMENT PERMIT**



# Contra Costa County Public Works Department

## APPLICATION AND PERMIT CENTER

Permit No.: 26708  
Road No.: 4961  
Area: C  
TBM: 573-G3  
USA No.:  
Fed Tax ID No.:

## ENCROACHMENT PERMIT

Work Order/Job #

Rev 3/26/08 (2)

Type of Encroachment Permit: ☐ Small ☐ Large ☐ Utility County Project/W.O. 1046

Permit Violation ☐

Permit Fee \$ Bill W.O. Inspection Fee \$ Cash Bond \$ Receipt No.: G-

Permit to do work in accordance with Title 10 of the Ordinance Code of Contra Costa County, County Standard Plans and Specifications, and any Special Requirements shown or listed herein. **Read both sides of this Permit and all the attachments carefully. Keep this Permit at the work site.**

Permittee: **City of Pittsburg**

Contractor: **TBD**

Contractors License #

Address: **65 Civic Avenue**

Address:

City/State/Zip: **Pittsburg, CA 94565**

City/State/Zip:

Contact Person: **Joel McDaniel**

Telephone No.: **(925) 252-4924**

Fax No.:

Email Address: **jmcDaniel@ci.pittsburg.ca.us**

Cell Phone No.:

**Expiration Date:** All work described in this permit, including finish paving, shall be completed on **February 28, 2011**

If all work covered by this permit, including finish paving is not completed by this date, you must acquire a new permit.

Permitted Activity: **Excavate Curb, Gutter, Sidewalk\*** ☐ Yes ☐ No **Excavate AC Pavement\*** ☐ Yes ☐ No

**City of Pittsburg Bailey Road Widening Project**

Emergency Contact Person: **Joel McDaniel**

Telephone No.: **(925) 252-4924**

\*Excavation Permits Require An Emergency Contact Available 24/7. **PERMITS FOR EXCAVATION REQUIRE A CURRENT USA NUMBER.**

Start Date: **TBD**

Projected Completion Date: **TBD**

\*Permit applications with more than 30 calendar days between the start and completion date must be accompanied by a detailed construction schedule

Site Address: **Bailey Road between State Route 4 and West Leland Road - Pittsburg**

APN:

### General Permit Conditions:

- ALL WORK MUST BE INSPECTED.** ARRANGE for an **INSPECTION** by phoning **Edgar Gallo @ (925) 595-6008** at least two working days before you begin work. If you can not reach the inspector contact the construction office at (925) 313-2320. **WORK DONE WITHOUT NOTIFICATION IS SUBJECT TO REJECTION AND/OR A PENALTY OF \$100.**
- You must schedule a **FINAL INSPECTION** by phoning your inspector. **Refunds of deposits and/or bonds** will be processed **90 days** from the date the permit was signed off by the Public Works Construction Inspector. A signed off permit from another permitting agency or utility company does not guarantee the work performed under this permit has been completed satisfactorily.
- Standard Road Encroachment Permit Conditions; Sections I, II, III, and IV** on the back of this permit apply. **READ CAREFULLY.**

Items Attached or Referred to Herein and Made Part Hereof:

☐ General Permit Conditions Attachment ☐ Special Road Encroachment Permit Conditions ☐ Preserving Survey Monumentation:

The Permittee agrees to save, indemnify and hold harmless the County of Contra Costa, 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, its officers, employees and agents against any claim or action asserting such a 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.

Signature of Permittee: \_\_\_\_\_

Date: **November 17, 2010**

Print Name: \_\_\_\_\_

By: **Robert B. Hendry III, Senior Engineering Technician**

Date: **11/17/10**

For: **Julia R. Bueren, Public Works Director, Contra Costa County**

- ☐ Work Completed  
☐ Expired  
☐ APPLY PENALTY - No Inspection Requested

Inspector: \_\_\_\_\_

Date: \_\_\_\_\_

City/County/Department Center/Permit Forms/Encroachment Permit Master 08-10

651 Pine Street, 2<sup>nd</sup> Floor, North Wing, Martinez, CA 94553  
Phone: (925) 335-1375 • Fax (925) 335-1376 • email: rhend@pw.cccounty.us  
www.cccpublicworks.org



## STANDARD ROAD ENCROACHMENT PERMIT CONDITIONS

### I. GENERAL INSTRUCTIONS

1. **WORK MUST BE INSPECTED** - The inspector will answer all questions. Work done without inspection may have to be removed and be reconstructed.
2. **PROTECTION** - Provide and maintain enough barricades, lights, signs, cones, flaggers and other safety measures to protect the public, in accordance with the California Manual on Uniform Traffic Control Devices. (Current Edition).
3. **TRAFFIC** - A County road may not be closed to public traffic without the approval of the Board of Supervisors. Unless noted otherwise in attached General or Special Road Encroachment Permit Conditions, keep a minimum of one 10' wide traffic lane open to traffic while working; at all other times, two 10' wide lanes shall be open.
4. **STANDARDS** - Work shall be in accordance with the latest edition of Caltrans Standard Specifications and Caltrans and County Standard Drawings.
5. **UTILITIES** - Utility relocations are the responsibility of the permittee.
6. **UNDERGROUND SERVICE ALERT (USA)** - Must be contacted prior to excavating in a County road right of way. Telephone 811. Any work found in progress without a valid USA number will be shut down and the roadway cleared.
7. **SURVEY MONUMENTS SHALL BE PROTECTED**. Any survey monuments removed, or disturbed, shall be replaced using surveying practices acceptable to the County Surveyor, who can be contacted at (925) 313-2230.
8. **THE INSPECTOR** may modify this permit to meet field conditions.
9. **IF WORK** is performed without a permit, the fee shall be double the amount per fee schedule or a minimum of \$300. All work performed without a permit is subject to removal and/or reinstallation.
10. **INSPECTION CHARGES** - Will be billed to whomever takes out the permit. Any exceptions must be resolved before the permit is issued. Permits will not be signed off as complete until all the review and inspection charges are paid in full.

### II. SPECIAL REQUIREMENTS - DRIVEWAYS (DRIVEWAY SHALL BE CONSTRUCTED FROM EDGE OF PAVEMENT TO PROPERTY LINE)

1. Minimum driveway construction shall consist of 2" of asphalt pavement on 6" of Class 2 Aggregate Base. Concrete driveways within the County road right of way shall consist of a minimum of 6" of Class 3 concrete over 3" of Class 2 Aggregate Base. The driveway is to be sloped to prevent storm water runoff to flow onto the County road and shall not interfere with roadside drainage or cause erosion or deposition of silt.
2. The driveway location shall comply with County Standard Plan No. CA70i, shall not interfere with a legal encroachment or create a hazard or nuisance, and shall be spaced to make maximum street parking available.
- 3a. The top elevation of driveway 5' behind curb is to be .60' or 7 1/4" higher than the flow line of the gutter.
- 3b. The driveway elevation at the property line shall be within 1" of the elevation of the near shoulder and shall merge with the shoulder to preserve the roadbed section.
4. If existing driveway depression is not used, it shall be completely removed (curb, gutter and sidewalk) by saw cut at next nearest expansion joint or score mark and replaced with concrete to conform to adjacent improvements. Form board to be used at gutter lip and the pavement restored with asphalt concrete. Sidewalk and curb which is replaced shall be doweled. (See County Standard Plan No. CA 74i)
5. Existing curb and gutter, or curb, gutter and sidewalk shall be removed for 12" width of driveway with saw cut at next nearest expansion joint or score mark. (See County Standard Plan No. CA 70i) A form board must be used at the gutter lip and the pavement restored with asphalt concrete. The new sidewalk and curb shall be doweled. (See County Standard Plan No. CA 74i)
- 6a. Where driveways connect to County roads without curbs, shape a valley gutter across the driveway. The flow line shall match the flow line of existing roadside ditch.
- 6b. Install a culvert for full width of driveway. This culvert is to be laid to the flow line grade of existing roadside ditch. Only corrugated galvanized metal, corrugated aluminum pipe or reinforced concrete pipe may be used. The minimum culvert diameter is 18".
7. Driveway grade breaks shall comply with County Standards (See County Standard Plan No. CA 70i)
8. All broken curbs, gutters and sidewalks shall be completely removed by saw cut at nearest expansion joint or score mark and replaced to true grade and cross-section. The new curb and sidewalk shall be doweled. (See County Standard Plan No. CA 74i)

### III. SPECIAL REQUIREMENTS - STREET CUTS (See County Standard Specifications for Detailed Requirements).

1. **TRENCH EXCAVATION** - Trench excavation and backfill requirements shall follow County Standard Plan No. CU01i. Prior to the start of the work covered under this encroachment permit:
  - a. Any deviation proposed from the backfill material or asphalt concrete specified on the Standard Plan shall be approved by the Public Works Department's M&T Lab.
  - b. Any deviation proposed from the trench excavation specified on the Standard Plan shall be approved by the Public Works Department's construction inspector.
2. The Permittee shall not excavate trenches in advance of pipe placement. No more trench shall be excavated than can be finished, including pipe placement, backfill and temporary paving on the same day. Shoring shall comply with current CAL-OSHA safety orders.
3. For trench backfill in other road right-of-way areas, the trench backfill shall consist of existing material or suitable backfill material as approved by the inspector. The trench backfill shall have a minimum relative compaction of 90 percent.

**No jettling is allowed under any paved roadway or within a distance of 4' from the edge of existing pavement.** Backfill shall be compacted by impact, vibration or any combination of these. Jettling will be allowed only when more than four feet from the pavement and when the backfill and trench are suitable for jettling and shall be supplemented with mechanical compaction to obtain required relative compaction.

4. **TEMPORARY PAVING** - Temporary paving (or permanent paving) shall be placed at the end of each work day and shall have a minimum thickness of 1.5" of 1/2-inch, Type A asphalt concrete. The permittee shall maintain the temporary trench paving until the permanent paving is performed.

### IV. SPECIAL REQUIREMENTS - SIDEWALK DRAINS

1. Install a 3" inside diameter non-corrosive pipe through curb or through curb and sidewalk. One panel of sidewalk, curb and gutter, or where there is no sidewalk, 1' of curb only (don't remove gutter) to be removed by a saw cut. Pipe flow line shall match gutter flow line, and pipe shall be cut off flush with face of curb. Sidewalk concrete shall encase pipe in 3" concrete jacket. Replace curb, gutter, sidewalk and pavement to match adjacent improvements. (See County Standard Plan No. CD06i)



## **SPECIAL ROAD ENCROACHMENT PERMIT CONDITIONS**

**Note:** This encroachment permit is being issued to the City of Pittsburg at this time only for contract bidding purposes only. No work within the County road right-of-way shall be allowed until the the City of Pittsburg submits:

1. 100% complete approved for construction improvement plans
2. Name, address and license number of the contractor awarded the contract
3. Detailed construction schedule in working days format to the Application and Permit Center, Attention Bob Hendry at 651 Pine Street, 2<sup>nd</sup> Floor, North Wing, Martinez, CA 94553, (925) 335-1375.
4. Traffic control plan to the County's Traffic Engineer, Jerry Fahy at 255 Glacier Drive, Martinez, CA 94553, (925) 313-2276.

Based on the information provided in the improvement plans, construction schedule and traffic control plan these special encroachment conditions shall be revised to reflect the approved scope of work, the days of construction allowed on Bailey Road, and the traffic control at this location. An encroachment permit rider will be issued to authorize the start of construction including these revised special road encroachment permit conditions.

### **ADMINISTRATION**

1. A copy of this encroachment permit shall be available for review on site for the duration of the right-of-way encroachment allowed by this permit. The encroachment permit shall be shown upon request to any police officer or any employee of the County with jurisdictional responsibility over activities in the public right-of-way.

If a County employee requests to see a copy of this encroachment permit and the encroachment permit is not available a Stop Work Order may be issued until a copy of the encroachment permit is available for review on site.

2. Permittee shall identify an individual who will be available 24 hours per day with the responsibility and authority to respond to emergencies related to the construction work. Permittee shall report the name and telephone number of the individual to Bob Hendry at the Permit Center prior to the start of work. Mr. Hendry can be reached at (925) 335-1375.

No work within the County road right-of-way shall be allowed until the emergency contact is reported to Mr. Hendry.

**THIS PERMIT IS BEING ISSUED  
FOR BIDDING PURPOSES ONLY  
THIS PERMIT DOES NOT AUTHORIZE  
THE START OF WORK**

3. The permittee shall hold a pre-construction meeting with the County's construction inspector at least one week prior to the start of work. No work within the County road right-of-way shall be allowed until the pre-construction meeting has been held.
4. If the permittee's work damages a utility facility while performing the work covered by this encroachment permit the permittee or permittee's contractor shall contact the construction inspector within two (2) days of damaging the facility.
5. The permittee shall hold a final inspection meeting with the construction division representative of Public Works. All County concerns shall be resolved before the work is accepted as complete.
6. The permittee agrees to save, indemnify and hold harmless the County of Contra Costa or its representatives from all liabilities imposed by law by reason of injury to or death of any person or persons or damage to property which may arise out of the work covered by this permit and does agree to defend the County in any claim or action asserting such action. 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.
7. The permittee or the permittee's contractor shall furnish an acceptable certificate of insurance naming Contra Costa County, its employees, officials and agents as additionally insured. See Attachment 1A for insurance requirements.
8. All work shall conform to Contra Costa County Standard Plans and Specifications, except as noted, and may be modified by the County's representative to meet field conditions.
9. For the purposes of this permit, working hours are defined as follows: 7 A.M. to 5 P.M. Monday through Friday, except legal holidays.
10. Work covered under this encroachment permit shall not be allowed:
  - a. If it is raining at the beginning of the work day no work shall be started without the approval of the Construction inspector.
  - b. If rain begins during the work day work covered under this encroachment permit may be suspended at the direction of the construction inspector.
  - c. Work covered under this encroachment permit that is suspended due to rain shall be allowed to commence once the work area within the road right-of-way has sufficiently dried and at the direction of the Construction Inspector.

**THIS PERMIT IS BEING ISSUED  
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THIS PERMIT DOES NOT AUTHORIZE  
THE START OF WORK**

## TRAFFIC

1. The permittee shall provide a traffic control plan conforming to the "California Manual on Uniform Traffic Control Devices," when work will entail a lane closure. The County's resident engineer/inspector must review the traffic control plan prior to the start of work.
2. The permittee shall place temporary advance warning signs to alert motorists to construction work ahead whenever trucks or construction equipment are entering or leaving the construction site or when equipment is within the road right of way.
3. The permittee shall post and maintain advance notification by placing signs at the location noted below, at least seventy-two (72) hours prior to the scheduled start of work. The notice shall include the name and telephone of the owner and contractor, a description of the delay and the construction period. The signs shall be placed at the following locations:

*Locations TBD*

4. The advance notification signs shall be of sufficient size to accommodate the message specified using a minimum letter size of 1.5-inches wide by 2-inches high.
5. Traffic shall be under flagging control when any construction operation is occurring in the roadway.
6. All traffic lanes shall be open to the public during non-working hours.
7. The permittee shall provide emergency access to the job site and to any adjacent private property at all times.
8. The permittee shall provide a minimum of 48 hours advance notification to property owners whose access will be obstructed by construction operations. The notification shall include the date(s) of construction along the frontage that will obstruct a property owner's access.
9. The permittee shall reasonably accommodate a property owner's requests to cross the work zone to enter or leave their property. In no case shall the permittee block an owner's access for more than 30 minutes.

**THIS PERMIT IS BEING ISSUED  
FOR BIDDING PURPOSES ONLY  
THIS PERMIT DOES NOT AUTHORIZE  
THE START OF WORK**



10. Temporary pavement delineation shall be furnished, placed, maintained and removed where the existing pavement delineation has been removed or damaged by the construction. Temporary pavement delineation shall be removed prior to the placing of the permanent pavement delineation.

Temporary raised pavement markers shall be placed at the existing traffic stripe locations at intervals of not more than 24 feet. On double traffic stripes two markers shall be placed side by side, one on each stripe, at longitudinal intervals of not more than 12 feet.

At crosswalks and limit lines temporary raised pavement markers shall be placed at the existing crosswalk/limit line locations at intervals of not more than three (3) feet.

Prior to opening the lanes to uncontrolled traffic the covers shall be removed from the temporary raised pavement markers.

Temporary raised pavement markers shall be reflective and the same color as the permanent stripe and shall be of the following or equal:

Reflective Temporary Raised Pavement Marker (Types Y and W), manufactured by Davidson Plastics Company (DAPCO), 18726 East Valley Highway, Kent, WA 98032, Telephone (206) 251-8140.

MV Plastics Chip Seal Marker (1280/1281 Series with Reflexite Polycarbonate, PC 1000, reflector unit), manufactured by MV Plastics, Inc., 533 West Collins Avenue, Orange, CA 92667, Telephone (714) 532-1522.

The markers shall be placed in accordance with the manufacturer's installation procedure instructions.

11. The permittee shall provide safe pedestrian access through the project site at all times.

## TRENCHING

1. Trench excavation and backfill requirements shall follow County Standard Plan, "Utility Trench Cut Detail," drawing # CU01i. Prior to the start of the work covered under this encroachment permit:

- a. Any deviation proposed from the backfill material or asphalt concrete specified on the Standard Plan shall be approved by the Public Works Department's M&T Lab (925-335-3665).

THIS PERMIT IS BEING ISSUED  
FOR BIDDING PURPOSES ONLY  
THIS PERMIT DOES NOT AUTHORIZE  
THE START OF WORK

- b. Any deviation proposed from the trench excavation specified on the Standard Plan shall be approved by the Public Works Department's construction inspector.
2. Hand digging or tunneling under the curb/gutter and sidewalk shall not be allowed. The sidewalk, curb and gutter shall be removed as needed for the facility installation, and then replaced according to County standards.
3. All existing pavement striping, markings and markers damaged or disturbed shall be replaced in kind.
4. Where the asphalt pavement has been cut by the permittee in anticipation of trenching and no trenching is performed (over extended saw cut beyond the limits of the trench excavation, abandoning the project, etc.), the applicant shall seal the cut in the asphalt pavement with Crafco, rubberized asphalt Type II crack sealing material (or approved equal) according to the manufacture's specifications.
5. Temporary paving (or permanent pavement) shall be placed at the end of each workday. Until the final paving is in place, the temporary paving shall be maintained as needed and provide a smooth riding surface (level with the surrounding road surface). If the permittee fails to maintain the temporary paving County forces may address any needed maintenance to the temporary paving/trench cut and the permittee will be charged the cost plus appropriate overhead charges.

Temporary pavement shall be 1.5-inches minimum thickness of ½-inch, Type A asphalt concrete and shall be replaced as specified in Item 1 of this section with permanent pavement. If permanent paving is not completed as specified, County forces may pave it and the permittee will be charged the cost plus appropriate overhead charges.
6. An excavation that remains unfilled after working hours shall be covered with steel plates or protected with other protective barriers adequate to prevent entry by pedestrians and vehicles.
7. When multiple steel plates, used to temporarily cover the working end of a trench or pit, are subject to traffic loading, the plates shall be tack welded together so that they act as a unit. Asphalt concrete shall be placed to provide a smooth transition from the pavement to plate surfaces. The transition shall be at a 12(hor): 1(ver) slope (maximum).
8. The exposed surface of trench plates shall be roughened to provide traction equivalent to the adjacent road surface.

**THIS PERMIT IS BEING ISSUED  
FOR BIDDING PURPOSES ONLY  
THIS PERMIT DOES NOT AUTHORIZE  
THE START OF WORK**

9. The use of trench plates shall be limited to five (5) working days at the site.
10. The County has provided the permittee with an encroachment permit expiration date of February 28, 2011 that provides the permittee with flexibility for contracting the project and/or scheduling of the work.

The County wants to minimize the time that our pavement is disturbed (time from initial pavement excavation to final trench paving). Therefore, the County is requiring that all work described in this permit, including finish paving, be completed within XXXXXX working days from the day that the pavement is excavated.

### **EXISTING FACILITIES**

1. No vehicles or equipment shall be parked on or driven on the sidewalks.
2. All signs, pavement stripes and markings, delineators, fences, ditch linings, drainage structure and pipes, AC dikes, and other improvements damaged or disturbed by construction shall be replaced in kind.
3. If any County facility is damaged the permittee or the permittee's contractor shall contact the construction inspector within two (2) hours of the facility being damaged.
4. All drainage shall be kept open and the existing drainage pattern maintained.
5. Portland Cement concrete sidewalks, curbs, gutter and other pavements damaged or disturbed by construction shall be removed to the nearest expansion or weakened plane joint and replaced to match adjacent concrete improvements in conformance with County Standard Plans and Specifications.
6. Any landscaping displaced or damage during the construction shall be replaced in kind.
7. The permittee shall provide for redirecting pedestrians around the construction area when the permittee's work prevents public access or creates unsafe conditions along the sidewalks.

**THIS PERMIT IS BEING ISSUED  
FOR BIDDING PURPOSES ONLY  
THIS PERMIT DOES NOT AUTHORIZE  
THE START OF WORK**

## HOUSEKEEPING

1. A copy of this encroachment permit shall be available for review on site for the duration of the right-of-way encroachment allowed by this permit, and shall be shown upon request to any police officer or any employee of the County with jurisdictional responsibility over activities in the public right-of-way.
2. No equipment, and /or stockpiles or other materials shall be left overnight in the road right-of-way.
3. The permittee shall assure that the traveled way available to the public remains free of dirt, rock, debris, and construction materials at all times. At the end of each workday, or at the direction of the inspector, the traveled way and paved shoulders shall be swept clean, and if necessary washed clean, to remove dirt, rock and debris. If washing is performed, the permittee shall provide all necessary controls to prevent sediment from entering drainage inlets and creeks.
4. With the exception of emergency work, no construction activities (including idling of equipment) shall take place during non-working hours.

## SIGNALS

1. At signalized intersections, caution should be taken to avoid damaging detector loops, conduit and conductors. If damage occurs, the following action shall be taken:
  - a. Immediately contact Contra Costa County General Services signal shop at (925) 313-7052 to report the damage.
  - b. Temporary emergency repairs of damaged conduit and conductors may be made by the County at the permittee's expense to be charged against the permittee's cash bond.
  - c. A qualified electrical contractor specializing in traffic signal work shall do permanent repair work to conduits and conductors. The work shall be finished within 14 calendar days from the time damage occurs. If the work is not finished within the 14 calendar days, the County reserves the right to have the work done and bill the permittee for the costs.

**THIS PERMIT IS BEING ISSUED  
FOR BIDDING PURPOSES ONLY  
THIS PERMIT DOES NOT AUTHORIZE  
THE START OF WORK**

## **Preserving Survey Monumentation – Attachment 2**

Assembly Bill 1414 became effective January 1, 1995. Part of this legislation provides for the preservation of Survey Monuments for construction projects.

This legislation mandates that prior to construction survey monuments are to be referenced in the field and "Corner Records" are filed with the County Surveyor. After construction, monuments are to be reset and "Corner Records" filed with the County Surveyor. These must be completed prior to project completion certification. It is our interpretation that preservation of survey monuments is required for any activity that disturbs existing monuments not just "road work." Therefore:

**All survey monuments shall be preserved, referenced and/or replaced pursuant to Section 8771 of the Business and Professions Codes.**

SECTION 1. Section 8771 of the Business and Professions Code is amended to read:  
8771. Monuments set shall be sufficient in number and durability and efficiently placed so as not to be readily disturbed, to assure, together with monuments already existing, the perpetuation or facile re-establishment of any point or line of the survey.

When monument exist which control the location of subdivisions, tract, streets, or highways, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets or highways are reconstructed or relocated and a corner record of the references shall be filed with the county surveyor. They shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location and a corner record filed with the county surveyor prior to the recording of a certificate of completion for the project. Sufficient controlling monuments shall be retained or replaced in their original positions to enable land lines, property corners, and tract boundaries to be re-established without devious surveys necessarily origination on monuments differing from those that currently control the area. It shall be the responsibility of the governmental agency or others performing construction work to provide for the monumentation required by this section. It shall be the duty of every land surveyor or civil engineer to cooperate with the governmental agency in matters of maps, field notes, and other pertinent records. Monuments set to mark the limiting lines of highways, roads, or streets shall not be deemed adequate for this purpose unless specifically noted on the records of the improvement work with direct ties in bearing or azimuth and distance between these and other monuments of record.

**THIS PERMIT IS BEING ISSUED  
FOR BIDDING PURPOSES ONLY  
THIS PERMIT DOES NOT AUTHORIZE  
THE START OF WORK**

c.b. [Signature]  
 PUBLIC WORKS DIRECTOR  
 11/27/2002  
 PLANS APPROVAL DATE  
 The County of Contra Costa is the official and legal  
 agent and is responsible for the posting of  
 improvements of California State Route 1773 shown above.

**NOTES:**

1. An encroachment permit is required for all work within County road right of way. The permit shall be obtained prior to beginning work.
2. Backfill material and any bedding material shall be as specified by the utility owner, and approved by the Public Works Department. In no case shall pea gravel be allowed.
3. Unsuitable native material shall be excavated below the limit of excavation and replaced with suitable backfill material when directed by the Public Works Department.
4. "X" and "Y" shall be as a minimum, the dimensions shown below for the utility "O.D."

	"x"	"y"
0.0.		
under 1.0'	0.5'	0.25'
1.0' to 4.5'	1.0'	0.5'
over 4.5'	2.0'	1.0'

5. Minimum cover over utilities is governed by the California Public Utilities Commission. All utilities shall center placing their utility line at a consistency with the standard. The trench shall be constructed to a greater depth to avoid future utility relocation. The increased depth should include sufficient clearance between the utility and pavement structural section subgrade to prevent damage by construction equipment. The Public Works Department recommends a minimum of 4.0 feet of cover in arid lands and 3.0 feet elsewhere. If cover is less than 2.0 feet, a special design is required with approval by the Public Works Department.
6. Where the trench parallels curb and the nearest trench line is less than 3 feet from the gutter lip, an existing asphalt concrete shall be replaced to the gutter lip. For gutter up paving data see Detail "A".
7. Asphalt concrete shall be 1/2-inch Type A asphalt concrete unless otherwise specified in the encroachment permit's Special Road Encroachment Permit Conditions or as directed by the Public Works Department.
8. Street curbing backfill shall comply with latest edition of Caltrans Standard Specifications
9. The standard plan shall govern over encroachment permit's Standard Road Encroachment Permit Conditions, and General Permit Conditions. Attachment 1 Encroachment permit's Special Road Encroachment Permit Conditions shall govern over the standard plan.

**CONFORM NOTES:**

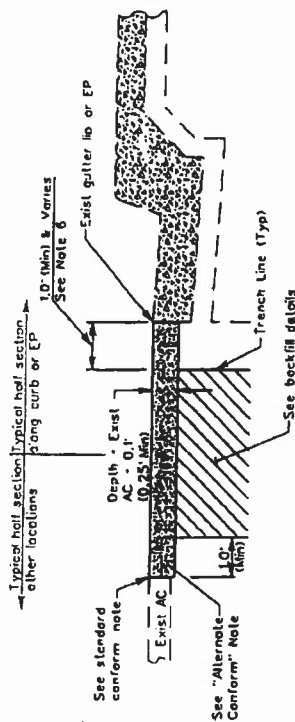
The pavement conform shall be as follows:

**STANDARD CONFORM:**

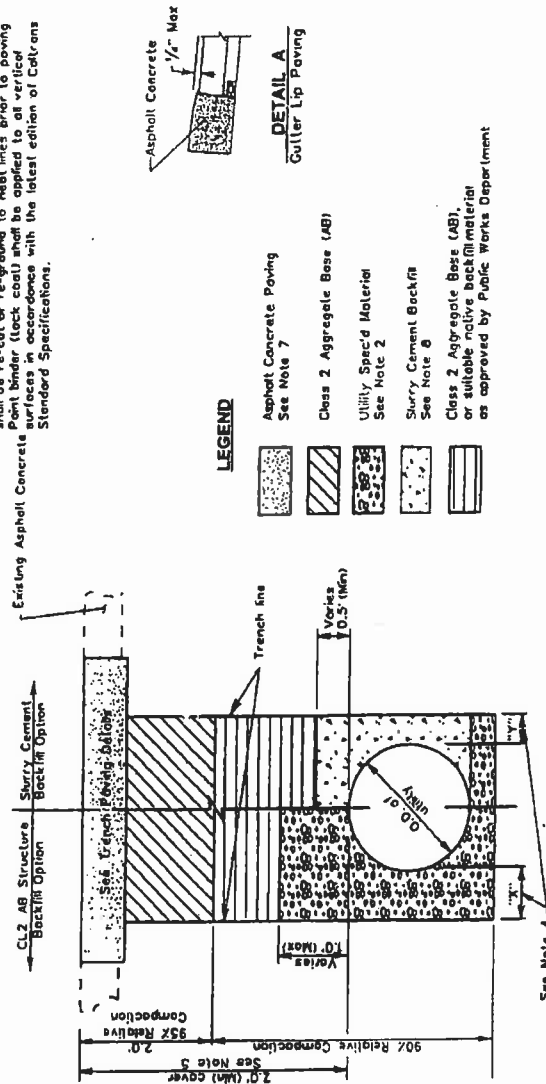
The asphalt concrete shall be cut through the full depth of existing asphalt; concrete to a neat straight edge at least 1.0 foot outside the trench line. Pavement edges damaged during construction shall be re-cut to neat lines prior to paving. Joint binder (lock coat) shall be applied to all vertical surfaces in accordance with the latest edition of California Standard Specifications

**ALTERNATE CONFORM:**

The existing asphalt concrete outside the trench line may be preserved or removed to a depth of 120 feet to a neat straight line at least 10 feet outside the trench line. The existing asphalt concrete at the trench line shall be cut through the full depth of the existing asphalt concrete to a neat straight line. Any pavement edges, including ground edges, damaged during construction shall be re-cut or re-ground to neat lines prior to paving. A stock coat shall be applied to all vertical surfaces in contact with the latest edition of California Specifications.



**TRENCH PAVING DETAIL**



**TRENCH BACKFILL DETAILS**  
**TYPICAL HALF SECTIONS**

[illegible]

## UTILITY TRENCH CUT DETAILS

COUNTY OF CONTRA COSTA  
PUBLIC WORKS DEPARTMENT  
FARMSTEAD, CALIFORNIA

### STANDARD PLAN

SCALE, NO SCALE	DATE: 7-02
DRAWN BY: H. MUSSEY	PLAN NO CU011
CHECKED BY: H. MUSSEY	

**EXHIBIT F**  
**DRAFT RIGHT OF ENTRY AGREEMENT**



## **TEMPORARY PERMIT TO ENTER AND CONSTRUCT**

Contra Costa County  
Redevelopment Agency  
2530 Arnold Drive, Ste. 190  
Martinez, CA 94553

Project Name: Bailey Road Widening Project  
Project Number: 4500-6X5489

Permission is hereby granted by Contra Costa County Redevelopment Agency (RDA) to City of Pittsburg (City), its contractors and their authorized agents, to enter and bring the necessary workers, tools and equipment on the property of the undersigned, as described in Exhibit B-1 through B-9 and shown on the attached maps or where necessary, for the purpose of road improvements for the Bailey Road Widening Project.

It is understood and agreed that City will leave the premises in a clean and orderly condition and will repair, replace, or compensate for any existing improvements that may have been disturbed or removed during the course of the work.

It is further understood and agreed that permission to do the work and perform the acts stated herein shall remain in force and effect until June 30, 2012 and that all rights hereunder shall cease.

City agrees to indemnify RDA from and against any and all loss damage, liability, expense, and claims including injuries to agents or employees of City or RDA directly or indirectly contributed to or caused by the construction activities or entry on RDAs lands as herein authorized.

As a condition of this permit and in connection with its indemnification for this project, City will provide, and/or cause its contractors to provide, a policy or policies of insurance as follows:



City and/or Contractor shall, at no cost to RDA, obtain and maintain during the term hereof: (a) Comprehensive General Liability Insurance with minimum coverage of \$1,000,000, and a maximum deductible of \$25,000, including blanket contractual (or contractual liability) coverage, broad form property damage coverage, and coverage for owned and non-owned vehicles, with a minimum combined single limit coverage of \$500,000 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence, and naming RDA, its governing bodies, officers and employees as additional insureds. City and/or Contractor shall promptly furnish to RDA certificates of insurance evidencing such coverage and requiring 30 days' written notice to RDA of policy lapse, cancellation or material change in coverage.

Sincerely,

CITY OF PITTSBURG

By \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

Date: \_\_\_\_\_

By \_\_\_\_\_  
Real Property Agent

Phone \_\_\_\_\_

ACCEPTED:

CONTRA COSTA COUNTY  
Redevelopment Agency

By \_\_\_\_\_  
Redevelopment Director

Date: \_\_\_\_\_