



Contra Costa County  
**Flood Control**  
 & Water Conservation District

**NO FEE PERMIT  
 W.O. 8471**

PERMIT # **620-20**  
 FILE # **620-20**  
 INSPECTION AREA **A**  
 Rev 12/04/2013

**Application and Permit Center**

**ENCROACHMENT PERMIT FOR USE OF DISTRICT RIGHT OF WAY**

PERMITTEE: **CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT**  
 ADDRESS: **255 GLACIER DRIVE**  
 CITY/STATE/ZIP: **MARTINEZ, CA 94553**  
 TELEPHONE NUMBER: **(925) 313-2283**

CONTACT PERSON: **NEIL LEARY** TELEPHONE NUMBER: **(925) 313-2278**  
 EMAIL ADDRESS: **NEIL.LEARY@PW.CCCOUNTY.US**

*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), their 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, their 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: **Walnut Creek Flood Control Channel**

LATITUDE: **37° 59' 56.19" N**

LONGITUDE: **122° 03' 22.79" W**

PERMITTED USE: **Construction of the Marsh Drive at Walnut Creek Bridge Replacement Project (COUNTY Project No. 0662-6R4119), and temporary access and construction staging for the Project Contractor.**

<input type="checkbox"/> Work Completed	Inspector: _____	Approved Start Date: <b>October 1, 2020</b>
<input type="checkbox"/> Expired	Date: _____	Expiration Date: <b>May 1, 2023</b>
<input type="checkbox"/> Looks OK – No Inspection Requested	Engineer: _____	Date: _____
<input type="checkbox"/> Flood Control – OK to Final		

Items Attached or Referred to Herein and Made Part Hereof:

1. General Provisions, Sheets GP-6 through GP-8, attached.
2. See the Project Design Plans, Specifications and Contract Documents

**SPECIAL PROVISIONS:**

1. This permit is issued to Contra Costa County Public Works Department (PERMITTEE) and Contractor for the construction of the Marsh Drive at Walnut Creek Bridge Replacement Project, County Project No. 0662-6R4119 (PROJECT). This permit also covers temporary access and construction staging activities within the properties of Contra Costa County Flood Control and Water Conservation District's (DISTRICT).
2. The proposed work under this permit shall be in accordance with the design plans entitled Marsh Drive Bridge Replacement, County Project No. 0662-6R4119 dated September 13, 2019, including subsequent revisions. For all work within the DISTRICT's properties, PERMITTEE shall not allow any deviations from the design plans unless and until the DISTRICT has the opportunity to review and approve the proposed changes.
3. PERMITTEE shall comply with the requirements of the Section 408 requirements of the U.S. Army Corps of Engineers.
4. PERMITTEE shall comply with all requirements of the Contra Costa County Health Departments regarding COVID-19
5. The expenses of the DISTRICT related to this permit will be billed to Work Order #8471.
6. In lieu of a cash bond, PERMITTEE agrees not to release the final payment and the performance bond of the CONTRACTOR until after the DISTRICT has notified the PERMITTEE that all work inside the DISTRICT's properties have been satisfactorily completed. The notification from the DISTRICT shall be in the form of a memorandum to the PERMITTEE.
7. The Flood Control District representative assigned to this permit is Lori Leontini, telephone (925) 313-2283, email – [lori.leontini@pw.cccounty.us](mailto:lori.leontini@pw.cccounty.us).
8. The PROJECT MANAGER for the PROJECT, Neil Leary, is also the inspector for the DISTRICT. For construction issues that affect Walnut Creek Flood Control Channel, the PROJECT MANAGER shall consult with the DISTRICT prior to making decisions on the construction issues.

9. DISTRICT representatives shall be invited to the preconstruction and progress meetings of the PROJECT. Send notifications to Lori Leontini.
10. Prior to the start of work, PERMITTEE shall submit to the DISTRICT digital photographs and video recording that document the condition of the existing improvements at Walnut Creek flood control channel. These improvements include any chain link fences and gates on top of the channel banks, and the drainage outfall pipes and flap gates along the channel banks.
11. There are underground utilities in the DISTRICT's properties. PERMITTEE and CONTRACTOR are responsible for identifying, locating and protecting all underground utilities and facilities and for ensuring the safety of its employees, contractors and agents.
12. This permit serves as approval for the PERMITTEE and CONTRACTOR to use the properties of the DISTRICT for access and for construction staging. Staging location is to be approved by the DISTRICT inspector. In areas where the DISTRICT has easement rights only, CONTRACTOR shall be responsible for obtaining permission from the underlying owner of the property.
13. PERMITTEE shall install and maintain within their work area, silt fences or other forms of acceptable barriers to prevent soil or contaminants from entering drainage facilities.
14. PERMITTEE shall install erosion control protection measures for all areas disturbed during construction and shall maintain these measures until such time that they are no longer needed. PERMITTEE shall be solely responsible for the cost related to this work. This erosion protection must be acceptable to the DISTRICT Inspector. If hydroseeding is used, the application must be performed before the start of the rainy season to allow the seeds to germinate. The seed mix design for the hydroseeding shall be in accordance with the requirements of the Department of Fish and Wildlife and the DISTRICT.
15. Upon completion of work, PERMITTEE and contractor shall provide erosion control protection for all areas on the creek banks that are disturbed by the construction operation. The erosion protection shall be acceptable to the DISTRICT Inspector.
16. The personnel, agents, consultants and other permittees of the DISTRICT and the staff of the Corps of Engineers shall be provided continuous access on the properties and rights of way areas of the DISTRICT at all times. PERMITTEE and the CONTRACTOR shall be responsible for all costs to accommodate this continuous access.

17. PERMITTEE is responsible for complying with requirements of the regulatory permits.

18. PERMITTEE shall provide two sets of as-built plans to the DISTRICT. The as-built plans shall bear the signature and seal of a registered engineer, licensed in the State of California.

Encroachment Permit for Use of District Right of Way (Cont'd)  
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Work performed under this permit shall not commence before October 1, 2020, and shall be completed by May 1, 2023.

*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

Brian M. Balbas, 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 \$ N/A

Receipt Number: N/A

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

# 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.