



Permit No. 937.26.03
Project No.

CONSTRUCTION PERMIT

Contra Costa Water District (CCWD) & United States Bureau of Reclamation (USBR) Property

Permittee Name: Contra Costa County

Address: 255 Glacier Drive, Martinez, CA 94553

Office Phone: 925.313.2179 Cell Phone: Email: kara.schuh@pw.cccounty.us

Others who may also use this permit under the Permittee's direction and control: N/A

Permit Period: 10/27/2025 to 3/31/2027

Portion of the CCWD or USBR Property Permitted: Pomo Street Bridge at Contra Costa Canal MP 21.35 (See Exhibit "A")

Purpose for Use: Ingress/Egress to Pomo Street culvert Bridge Structure for cleaning and re-painting and limited/restricted staging areas. (See Exhibit "B")

Permittee will submit request for amendment once project awarded to Contractor. No work in permitted area prior to award of project and Contractor's work plan has been submitted to CCWD for review and approval.

Project/Event Account Number: WO 72210111
Administrative Deposit Balance: \$ 1,500.00 as of 4/1/2022
Security Deposit Balance: \$ 5,000.00 as of 4/1/2022
Land Use Fee \$ 300.00 as of 9/30/2025

PERMIT TERMS AND CONDITIONS:

This permit is subject to all of the following:

- 1.) All of the Permit Terms and Conditions set forth on pages two (2) and three (3) of this permit.
2.) All terms and conditions set forth in the Application for Entry and Use of Property.
3.) Compliance with all rules and regulations of Contra Costa Water District and local, state, and federal regulatory agencies.
4.) Permittee must call USA North "811" at 1-800-227-2600 before any excavation. Permittee is required to remove all locate markings from the property to CCWD's satisfaction.

PERMITTEE

CONTRA COSTA WATER DISTRICT

The undersigned Permittee hereby agrees to abide by all of the Permit Terms and Conditions.

Permission to enter granted by:

Permittee (signature):

Printed Name:

Title:

Authorized District Representative

Date:

Date:

Contra Costa Water District
Real Property Division
2411 Bisso Lane - P.O. Box H20
Concord, CA 94524-2099
925-688-8162
www.ccwater.com

## PERMIT TERMS AND CONDITIONS

### **THIS CONSTRUCTION PERMIT FOR USE OF A PORTION OF CONTRA COSTA WATER DISTRICT (CCWD) OR UNITED STATES BUREAU OF RECLAMATION (USBR) PROPERTY IS LIMITED TO THE TIME PERIOD SET FORTH HEREIN AND IS SUBJECT TO EACH OF THE FOLLOWING TERMS AND CONDITIONS:**

1. At least 48 hours before starting work, permittee shall telephone CCWD) Real Property Department: at **925-688-8162** and inform CCWD when and where work will commence. Work performed without CCWD pre-construction inspection may, at the sole discretion of CCWD or USBR be ordered removed or re-performed with CCWD inspection at the sole cost of the Permittee. Note: Permittee may use the property of CCWD and/or USBR (the Property) only on Monday – Friday between 8am and 5pm unless otherwise authorized by CCWD.
2. This permit shall be revoked if Permittee neglects to fully comply with each of these terms and conditions. Additionally, CCWD reserves the right, at its sole discretion, to suspend, terminate, or revoke this permit at any time.
3. Permittee acknowledges that Permittee's use of the Property is subordinate to its prior and paramount use as a conservation property, watershed, water supply, water storage and distribution facility. Permittee will not cause or allow any interference with the use of said Property for the supply and distribution of water or with any activity of CCWD on the Property/right-of-way.
4. Permittee shall not cause or allow any damage to the Property or any facilities, or biological, cultural, historical, or natural resources located on the Property.
5. Permittee will not park vehicles, erect any structures, deposit or stockpile any materials, soil, spoil, waste or other materials on the Property unless specific approval is granted by CCWD.
6. Permittee shall not use any wood bridges on the Property. Permittee shall not enter into any restricted areas or other areas that are not open to the public, unless specific approval is granted by CCWD.
7. Any damage to the Property or the facilities, or biological, cultural, historical, or natural resources on the Property resulting from the activities for which this permit is obtained shall be repaired at the expense of the Permittee within 30 calendar days. CCWD will determine whether these repairs will be made by CCWD, in which case, the Permittee shall reimburse CCWD for its costs, including overhead, thereby incurred, or by the Permittee, in which case, the repairs shall be performed in accordance with the plans and specifications of CCWD and to the satisfaction of CCWD within 30 calendar days.
8. The Permittee shall be liable for, and shall indemnify and hold USBR, CCWD, directors, officers, employees, agents, associates, students, event attendees, or other persons acting under or in connection with this permit, harmless from any and all liability or claims therefor, for injury or death of any person or damage to or loss of property, or any other loss, damage or expense, arising from the activities for which this permit is obtained, excepting only such liability or claims that arise from the sole negligence of USBR or CCWD.
9. Throughout the period of the permit activities for which this permit is obtained, Permittee or its contractor shall maintain in force policies of liability and automobile insurance, providing coverage for the indemnity obligations described in the preceding paragraph, with a minimum of a combined single limit of \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury and/or property damage. These policies shall name USBR, CCWD, directors, officers, employees, and agents of either as additional insured and shall provide that the coverage afforded under the policies shall not be canceled or reduced without 30 days prior written notice to CCWD. Before commencing activities for which this permit is obtained, Permittee shall provide CCWD with a legible certificate of insurance and a policy endorsement, evidencing all required coverage. Permittee shall also provide a legible workers' compensation certificate with a \$1,000,000 Employers Liability limit.
10. If, during the exercise of the privileges conferred by this permit, a situation develops which, in the opinion of the Permittee, threatens the safety of persons or property of CCWD or others, or the Property, or other facilities within the Property, the Permittee will take immediate action to eliminate said threat. In the event that the Permittee does not do so immediately, CCWD reserves the right, after notifying the Permittee, to take such action as it may in its sole discretion deem necessary to eliminate said threat and the Permittee will, upon receipt of an itemized statement, reimburse CCWD for all costs, including overhead, incurred by it in connection with said action within 30 calendar days.
11. This permit is for the sole use of the Permittee and the Permittee's employees, agents, associates, students, event attendees, and contractors, and may not be transferred or assigned. Any attempt to transfer or assign this permit shall automatically revoke this permit.
12. A clean and legible copy of this permit shall be available for review at the project or event site on the Property at all times during such use.
13. U.S. Coast Guard-approved life jackets or buoyant work vests will be required if working near, next to, or within canals or other waterways. The Permittee shall be solely responsible for providing its employees, agents, associates, students, event attendees, and contractors with life jackets or buoyant work vests. Extreme caution shall be exercised at all times to prevent people and equipment from falling into ponds, reservoirs, or other bodies of water. **See OSHA §1926.106, "Working Over or Near Water."**

14. The Permittee shall comply with all applicable Federal, State and local laws and regulations and all CCWD policies, regulations and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in Property, water or facilities owned by the CCWD or USBR.
15. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.
16. The Permittee may not allow contamination of Property, water or facilities owned, managed, or administered by USBR or CCWD by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.
17. The Permittee shall report to CCWD, within 24 hours of its occurrence, any event that may or does result in pollution or contamination adversely affecting lands, water or facilities owned by CCWD.
18. In addition to and without limiting in any way the consequences set forth in paragraph 2 of these terms and conditions, violation of any of the provisions contained in paragraphs 14 through 17 of these terms and conditions shall constitute grounds for immediate termination of this permit and shall make the Permittee liable for the cost of full and complete remediation and/or restoration of any property, right of way, resources, or facilities, whether owned by the USBR or CCWD, that are adversely affected as a result of the violation.
19. The Permittee agrees to include the provisions contained in paragraphs 14 through 18 of these terms and conditions in any subcontract or third party contract it may enter into pursuant to this permit.
20. Permittee agrees to provide CCWD with project and/or event reports as requested, and as set forth in the Application for Entry and Use of Property.
21. Permittee agrees to comply with CCWD Code of Regulations, CCWD guidelines, and all local, state and federal rules, regulations and laws. Permittee agrees to not harm, disturb, or jeopardize any of the biological, cultural, historical, or natural resources located on CCWD property. The Permittee is responsible for the actions of its employees, contractors, family members and anyone under their direction for their respective compliance with the permit conditions and provisions of CCWD ordinances.
22. Where CCWD or USBR do not own access rights in fee title, Permittee shall be solely responsible for obtaining any and all rights required for Permittee to obtain access to the Property.

# Exhibit "A"

Permit 72210111



TURNOUT (RT)

Pomo Street

Multi Purpose Water Pipeline

Contra Costa Canal

1120+50

1120+40

1120+30

1120+25

MP 21.3

Yellow dashed lines depict staging areas and work site areas. Note: the paved drive area is NOT permitted to be used or blocked. CCWD must have safe access at all times.

## EXHIBIT "B"

1. Project is subject to the terms and conditions of the Contract and Easement No. 8-07-20-4157 dated August 30, 1998 issued by the United State Bureau of Reclamation (USBR) to Contra Costa County.
2. If any new features or structures are added, all such features and structures must be installed with the existing easement footprint as defined in the before mentioned Contract and Easement No. 8-07-20-4157.
3. A Contra Costa Water District construction inspector is required to be onsite during all activities that occur on the property owned by USBR. Please contact Sarah Lavallo at 925.688.8086 at least three (3) days in advance of any work to schedule and coordinate access and inspections.
4. Permittee will observe all safe practices including the use of life vests and will take all actions necessary to keep persons, items, debris, paint, solvent, and contaminants out of the canal water.
5. Coordination with CCWD Operations Department will be required regarding site access and management of Canal flows. Please contact Daniel Ellicock at 925-688-8180 or James Larot at 925-688-8393 at least 3 days in advance of any activities.
6. The access and maintenance trails/roadways on both sides of the Canal will always be kept clear and unobstructed for Contra Costa Water District safe access. This includes canal cleaning (with large equipment) and other operations and maintenance activities.
7. Prior to entering onto the property owned by the United States, Permittee will provide Contra Costa Water District with complete Containment Plans, Staging Plans, Plans for placing/constructing the platforms over the canal, and a list of all materials to be used in the repair, including paint and other chemicals, for Contra Costa Water District review and approval.
  - a. Submit Safety Data Sheets (SDS) for all proposed chemicals/solvents/paints
  - b. Best Management Practices shall be implemented wherever project activities present a risk of foreign material entering the Canal
8. Take and submit before and after photo/video documentation of the Canal liner and areas between the liner and arch culvert.
9. No anchoring into the Canal concrete liner. Canal liner shall not be used to support any loads for platforms or other equipment.
10. Ensure restoration to original conditions of ground between Canal liner and arch culvert, or other disturbed ground within the property of the United States.
11. No entry of persons, boats, or other materials into the canal water. No contact with the canal water is permitted. Potential exposure to Golden mussels and/or Quagga mussels must be avoided; contamination of the canal water must be avoided; preserving safety for all persons must be sustained.