

ADDENDUM #1- May 3, 2023

CITY OF LAFAYETTE

2023 Paving Project Project Number 014-9736

The following changes and additions shall become a part of the plans and specifications for the above project, and shall be bound by the General Provisions, Special Provisions, and all other conditions of the Bid Documents.

1. **No change is made in the time scheduled for submitting bids for this project: Until 2:00 pm, May 10, 2023.**

2. **Bid Proposal (BID), pages P-1 to P-10: Please replace Bid Schedule sheets with Attached Revised Bid Schedule** – Contractor’s attention is directed to the Revised Bid Schedule dated May 3, 2023 attached to this Addendum. Contractor shall fill out pages P-2 thru P-5 attached to this Addendum and attach them to the other original forms, pages P-1 and pages P-6 to P-10, when submitting the bid. Bid Item quantities that have changed are shown in red and described below. These minor changes will be included in a Conform Plan Set issued to the Contractor at the Pre-Construction Meeting.
 - a. **Bid Item 8, “Remove Asphalt Concrete Driveway, Pathway, or Shoulder”** – On Plan Sheet GD-1, at approximately Station 12+25G on the north-side of Glenside Drive at the Trail Crossing, reduce the removal of AC Pathway to match conform paving limits shown on Detail 4, Sheet CR-2 (from 21’ to 10’ from the back of walk). The AC Pathway removal quantity is modified from 158 SF to 82 SF at this location. And the total quantity for Bid Item 8 is now 18,957 SF.
 - b. **Bid Item 21, “Adjust Water Valve Frame and Cover to Grade (Revocable)”** – Increase quantity from 19 each to 22 each. 21 water valves are shown on the Contract Plans. One additional water valve will need to be adjusted which is located on the south side of Los Palos Drive near the conform limit at approximately STA 24+90G.
 - c. **Bid Item 22 “Adjust Gas Valve Frame and Cover to Grade (Revocable)”** – Increase quantity from 1 each to 3 each. The additional gas valve adjustments are located at 1) Olympic Boulevard Station 14+40 (in new pathway) 2) Intersection of Glenside and Los Palos Drive Station 25+10G.
 - d. **New Bid Item: Bid Item 45A “Concrete Curb Wall With Gutter”** – A new bid item has been provided for 196 LF of 8” wide Concrete Curb Wall With Gutter to be installed along the north side of Glenside Drive from approximately Station 23+23G to 25+15G. See item 4 below as well.
 - e. **Bid Item 57 “Detail 22 - Thermoplastic”** – Quantity for Detail 22 striping on Olympic Boulevard shall be revised from 1017 LF to 833 LF. New total quantity for Bid Item 57 is now 2,349 LF.
 - f. **Bid Item 59 “Detail 29 – Thermoplastic”** – Quantity for Detail 29 striping on Olympic Boulevard shall be revised from 222 LF to 240 LF. New total quantity for Bid Item 59 is now 439 LF.
 - g. **Bid Item 60 “Detail 38 – Thermoplastic”** – 59 LF of Detail 38A striping is shown on Olympic Boulevard and has now been added to Bid Item 60. New total quantity for Bid Item 60 is now 221 LF.

- h. **Bid Item 64 “4” White – Thermoplastic”** – 23 LF of 8” white striping is shown on Olympic Boulevard at Reliez Station Road which is now included to Bid Item 64 as 46 additional LF of 4” Striping . New total quantity for Bid Item 64 is now 1,184 LF.
 - i. **Bid Item 66 “12” White - Thermoplastic”** – Quantity for Detail 12” White Thermoplastic striping on Olympic Boulevard shall be revised to be 377 LF. New total quantity for Bid Item 66 is now 1,615 LF.
 - j. **Bid Item 68 “Thermoplastic Green Bike Lane Markings”** – Quantity for Thermoplastic Green Bike Lane Markings on Olympic Boulevard shall be revised from 1,208 SF to 1,911 SF. New total quantity for Bid Item 68 is now 2,196 SF.
3. **Special Provisions, replace Section SP 6-03 with the following two sections.**

SP6-03 EAST BAY MUNICIPAL UTILITY DISTRICT (EBMUD) PERMIT

The Contractor is hereby advised that conform paving will be required on EBMUD property at the new concrete driveway/ramp on the south-side of the Regional Trail Crossing on Glenside Drive (Approximately Station 12+25). A Temporary Encroachment Permit will need to be acquired from EBMUD for work on their Property. A Sample Permit along with additional EBMUD requirements are attached to this Addendum. The City has submitted an Application to EBMUD and will pay the Permit Fee’s. Contractor shall finalize the Application, provide certificate of commercial general and auto liability insurance required by EBMUD, obtain and comply with the Permit as part of the work.

SP6-04 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

4. **Special Provisions, replace first paragraph of Section SP 23-06 with the following paragraph.**

The Contract Price paid per linear foot for **“Concrete Curb, Type M1-6”, “Concrete Curb and Gutter, Type S1-6”, “Concrete Curb Wall With Gutter”, “Concrete Rolled Curb and Gutter”, “Concrete Flush Curb With Pavers”** per square foot for **“Concrete Driveway”, “Concrete Sidewalk”** and **“Concrete Curb Ramp with Detectable Panel”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work, including but not limited to- sawcutting; excavation and preparing subbase; dewatering; loading, hauling, and disposal of spoils; forming, furnishing, placing, and finishing concrete; installation of mortar and salvaged pavers in new flush curb; backfill; conform paving; doweled connections; setting tactile surfaces in accordance with manufacturer’s instructions, and all other work necessary to construct the facility complete and in place as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

5. **Plans, Sheets OS-1 and OS-2** – Quantities for various striping described in Item 2 above shall be updated accordingly. Call-outs for Detail 39 Striping shall match and reflect 5,694 LF as provided in the Bid Schedule.

The contractor is reminded that the acknowledgement of receipt of addenda on page P-1 is required in the Bid document.

Attachments:

1. Revised Bid Schedule dated May 3, 2023, Pages P-2 to P-5 (4 Pages)
2. EBMUD FY23 TEP TCP Sample Permit (5 Pages)
3. EBMUD Insurance Forms (2 Pages)
4. EBMUD Encroachment FAQs (1 Page)
5. EBMUD Procedure 718 Supplement 1r (5 Pages)

CITY OF LAFAYETTE

Date: May 3, 2023

_____/s/_____
By: Ana Bernardes
Senior Civil Engineer

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	SPECIAL PROVISION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	(SP-12)	1	LS		
2	Project Identification Sign (City Furnished)	(SP-12)	8	EA		
3	Construction Area Sign	(SP-13)	20	EA		
4	Traffic Control	(SP-14)	1	LS		
5	Clearing and Grubbing, Vegetation and Tree Trimming, and Tree Protection	(SP-16)	1	LS		
6	Remove Tree	(SP-17)	4	EA		
7	Remove Pavement Markers and Thermoplastic Stripes and Markings	(SP-17)	1	LS		
8	Remove Asphalt Concrete Driveway, Pathway, or Shoulder	(SP-17)	18,957	SF		
9	Remove Asphalt Berm	(SP-17)	1,473	LF		
10	Remove Concrete Median Curb	(SP-17)	30	LF		
11	Remove Concrete Curb and Gutter	(SP-17)	405	LF		
12	Remove Concrete Rolled Curb and Gutter	(SP-17)	208	LF		
13	Remove Concrete Driveway, Sidewalk, or Shoulder	(SP-17)	2,723	SF		
14	Remove Decorative Paver Driveway or Pathway	(SP-17)	518	SF		
15	Remove Wood Fence	(SP-17)	34	LF		
16	Remove Storm Drain Inlet & Pipe	(SP-17)	1	EA		
17	Remove Sign	(SP-17)	3	EA		
18	Re-install Object Marker	(SP-17)	3	EA		
19	Remove/Adjust Existing Irrigation	(SP-17)	1	LS		
20	Adjust Survey Monument Frame and Cover	(SP-17)	2	EA		

ITEM NO.	ITEM DESCRIPTION	SPECIAL PROVISION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
21	Adjust Water Valve Frame and Cover to Grade (Revocable)	(SP-17)	22	EA		
22	Adjust Gas Valve Frame and Cover to Grade (Revocable)	(SP-17)	3	EA		
23	Adjust Manhole or Rodding Inlet Frame and Cover to Grade (Revocable)	(SP-17)	16	EA		
24	Adjust Water Meter Box to Grade (Revocable)	(SP-17)	7	EA		
25	Adjust Telecom Box to Grade (Revocable)	(SP-17)	1	EA		
26	Adjust 4" Drain to Grade	(SP-17)	1	EA		
27	Adjust Existing Inlet to Grade	(SP-17)	4	EA		
28	Convert Existing Inlet Top to SDMH Top	(SP-17)	1	EA		
29	Convert Existing Inlet Top to Type G Inlet Top	(SP-17)	2	EA		
30	Replace Traffic Signal Loop Detector	(SP-17)	1	EA		
31	Relocate Mailbox on New Post	(SP-17)	1	EA		
32	Cold Plane Asphalt Pavement (0.2')	(SP-18)	97,631	SF		
33	Conform and Wedge Grind Asphalt Pavement	(SP-18)	9,187	SF		
34	Crack Seal Pavement	(SP-21)	1	LS		
35	Asphalt Concrete Pavement	(SP-22)	1,893	TON		
36	Asphalt Concrete Pathway on 6" Class II AB	(SP-22)	12,891	SF		
37	Asphalt Concrete Pathway at Trees on 6" Permeable	(SP-22)	1,270	SF		
38	Asphalt Concrete Driveway on 6" Class II AB	(SP-22)	2,970	SF		
39	Pavement Repair (6-inch)	(SP-22)	6,351	SF		
40	Road Widening	(SP-22)	793	SF		

ITEM NO.	ITEM DESCRIPTION	SPECIAL PROVISION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
41	Type 'A' Asphalt Dike/Berm	(SP-22)	2,459	LF		
42	Type 'C' Asphalt Dike/Berm	(SP-22)	198	LF		
43	Speed Hump	(SP-22)	1	EA		
44	Concrete Curb, Type M1-6	(SP-23)	55	LF		
45	Concrete Curb and Gutter, Type S1-6	(SP-23)	1,100	LF		
45A	Concrete Curb Wall With Gutter	(SP-23)	196	LF		
46	Concrete Rolled Curb and Gutter	(SP-23)	53	LF		
47	Concrete Flush Curb With Pavers	(SP-23)	22	LF		
48	Concrete Driveway	(SP-23)	202	SF		
49	Concrete Sidewalk	(SP-23)	1,274	SF		
50	Concrete Curb Ramp with Detectable Panel	(SP-23)	1,647	SF		
51	Type G Inlet	(SP-23)	2	EA		
52	24" Square Area Drain	(SP-23)	1	EA		
53	18" HDPE-SDR26 Pipe	(SP-24)	4	LF		
54	6" SDR26	(SP-24)	111	LF		
55	Temporary Pavement Delineation	(SP-14)	1	LS		
56	Detail 1-Thermoplastic	(SP-25)	293	LF		
57	Detail 22-Thermoplastic	(SP-25)	2,349	LF		
58	Detail 27B-Thermoplastic	(SP-25)	3,296	LF		
59	Detail 29-Thermoplastic	(SP-25)	439	LF		
60	Detail 38-Thermoplastic	(SP-25)	221	LF		
61	Detail 39-Thermoplastic	(SP-25)	5,694	LF		
62	Detail 39A-Thermoplastic	(SP-25)	344	LF		
63	Detail 40 - Thermoplastic	(SP-25)	130	LF		
64	4" White-Thermoplastic	(SP-25)	1,184	LF		
65	4" Yellow-Thermoplastic	(SP-25)	690	LF		
66	12" White-Thermoplastic	(SP-25)	1,615	LF		
67	24" White Thermoplastic	(SP-25)	1,195	LF		
68	Thermoplastic Green Bike Lane Markings	(SP-25)	2,196	SF		

ITEM NO.	ITEM DESCRIPTION	SPECIAL PROVISION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
69	Thermoplastic Pavement Legends and Markings	(SP-25)	1,003	SF		
70	Red Curb Paint	(SP-25)	588	LF		
71	Pavement Markers (Various Colors)	(SP-25)	87	EA		
72	Relocate Sign and Post	(SP-28)	18	EA		
73	Roadside Sign, Post, and Foundation	(SP-28)	5	EA		
74	Pathway Header Board with Steel Stakes	(SP-28)	2,890	LF		
75	Shoulder Backing	(SP-28)	7,400	SF		
TOTAL BID AMOUNT						

TOTAL BID AMOUNT (WORDS) _____

Bidder agrees that in case of default in executing and returning the required contract and bonds within ten (10) calendar days after having received the contract, proceeds of the guarantee accompanying his bid will become the property of the City of Lafayette.

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In conformance with Subsection 2-13 "Listing of Proposed Subcontractors" of the Standard Specifications, the name and location of the place of business of each subcontractor is as follows:

	<u>NAME</u>	<u>DIR NUMBER</u>	<u>ADDRESS</u>	<u>WORK TO BE PERFORMED</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

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Bidder certifies that he is licensed in accordance with an act providing for the registration of Contractors as follows:

License No. _____ Class _____

Temporary Encroachment Permit

For Property Owned by
East Bay Municipal Utility District

Permission is hereby granted to the Permittee and/or its authorized agents, contractors and subcontractors to enter onto the Property in order to access Permit Area for the sole purpose as stated during said Term, and does not include or imply permission to engage in any other activities or work. This permission is given subject to the following terms and conditions:

1. Permittee's activities authorized by this Permit shall at no time interfere with the operations of EBMUD. Furthermore, Permittee shall not cause any damages whatsoever, including but not limited to the land, improvements or other property of EBMUD or any private improvements or other property. Permittee is responsible for the cost to restore or repair damaged property and/or to reimburse EBMUD for any third party claim, including attorney's fees arising from such damage.
2. Permittee hereby understands and agrees that EBMUD reserves the right to cancel this Permit at any time for any reason whatsoever (without penalty), including but not limited to, damage to the Property by Permittee, or the security of EBMUD's facilities and/or structures or the Property are at risk, or if any of the terms and conditions of this Permit have been or are being violated.
3. Permittee expressly agrees to indemnify, defend and hold harmless EBMUD, its directors, officers, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of Permittee's operation or performance under this Permit, including all costs, claims, and damages (including property and personal injury) arising out of any hazardous substances, hazardous materials or hazardous wastes (including petroleum) on the Property caused, uncovered, released or excavated as a result of Permittee's construction, reconstruction, maintenance, use or removal of its structure.
4. Permittee shall not park vehicles nor store any equipment or material on the Property except as noted above.
5. Permittee and/or its authorized agents, contractors and subcontractors must have a copy of this Permit in possession while on the Property.
6. It is understood by Permittee that pets, firearms, smoking and fires of any kind are prohibited.
7. Permittee agrees to assume all risk of damage to any or all property of Permittee or any property under the control or custody of Permittee while on the Property.
8. Directional boring within the aqueduct right-of-way is prohibited.
9. The minimum vertical separation between utilities and the aqueducts is two (2) feet. Any variance must be approved by EBMUD.

Temporary Encroachment Permit

For Property Owned by
East Bay Municipal Utility District

10. Permittee will not generate, store or dispose of any hazardous materials on, under or about the Permit Area and/or anywhere on the Property.

Definition of Hazardous Materials: In this paragraph, "hazardous materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances by any law or statute now or after this date in effect in the state in which the Property is located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

11. Permittee, upon completion of work, shall clean up and restore the worksite and repair any damage caused. Site shall be left in as found condition. EBMUD will inspect and approve the condition of the Permit Area and Permittee is responsible for all damage that may have been caused to the Permit Area or Property by the work performed.
12. Permittee shall keep all gates closed and shall ensure that gates are locked upon conclusion of this Permit and/or at any time when Permittee is not on the Property.
13. If Permittee is authorized to store any equipment, debris, or materials on the Property, Permittee shall remove all equipment, debris, and materials, prior to conclusion of this Permit. Failure to do so will result in their removal by EBMUD at Permittee's cost.
14. Permittee's activities shall be subject to inspection by EBMUD.
15. It is understood by Permittee that all plants and animal life specimens, materials or artifacts found on the Property shall remain the property of EBMUD and shall not be removed without the prior written consent of EBMUD.
16. Permittee and/or its authorized agents, contractors and subcontractors shall not use EBMUD roads or the Property outside the permit area to access the Permittee's work area.
17. Permittee understands and agrees not to conduct any pile driving within 50 feet of the Property.
18. The type and weight of any and all equipment to be used by Permittee on the Property must be submitted to and approved in advance by EBMUD.
19. Vibratory compaction equipment is prohibited within the aqueduct right-of-way.
20. Gravity drainage of the Property shall be maintained.

Temporary Encroachment Permit

For Property Owned by
East Bay Municipal Utility District

21. All EBMUD survey monuments and markers shall be undisturbed. If any EBMUD survey marker must be disturbed, it will be replaced or relocated by EBMUD at Permittee's expense.
22. Permittee shall provide evidence of liability insurance and workers' compensation coverage. Permittee shall provide such evidence on the certificates attached to this permit. Permittee shall have the right to self-insure with respect to the insurance requirements of this permit.
23. Permittee agrees to require all of its authorized agents, contractors and subcontractors to comply with the terms and conditions of this permit.
24. Permittee understands and agrees that all work and use of the Property shall cease and terminate by the date shown above.
25. If traffic plating is utilized during constructions, all open excavations shall be covered and protected and permanent paving and road markings shall all comply with the City or County's requirements and approved plans.
26. Permittee agrees that in accordance with generally accepted construction practices, Permittee will be required to assume sole and complete responsibility for the job site conditions during the course of construction of the project, including the safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to working hours.
27. The Permittee shall conform to the applicable construction safety orders of the Division of Industrial Safety of the State of California.
28. The Permittee shall comply with all State, County and City laws and ordinances, and regulations of the Department of Industrial Relations, O.S.H.A. and industrial accident commission relating to the safety and character of work, equipment and personnel.
29. Work hours are restricted to 7:00 AM to 3:00 PM, Monday through Thursday and from Fridays 7:00 AM to 2:00 PM.
30. All work is to comply with the Supplement No. 1 to Procedure 718.
31. Underground Service Alert (USA) must be notified two working days prior to excavation or grading.
32. Saw cutting shall be required when removing concrete slabs.
33. Excavations within two (2) feet of the aqueducts shall be made by hand.

Temporary Encroachment Permit

For Property Owned by
East Bay Municipal Utility District

SPECIAL CONDITIONS: Check all that apply to this permit

- Permittee shall schedule a pre-job field meet at least 5 days prior to any proposed start of work.
- Potholing of the Aqueducts is required. Pothole locations shall be determined at the pre-job meeting before work begins. No potholing will be allowed through protection slabs. Potholing must be performed by hydro-vac excavation at no more than 1000 PSI or by hand excavation. Hand excavation is defined as a shovel and blunt nosed soil probe. Caution shall be exercised to avoid damaging the aqueduct coating. EBMUD staff will inspect each pothole prior to backfill. Damage to the aqueduct coating shall be repaired to EBMUD standards, under the supervision of EBMUD, at the expense of the permittee. Backfilling the pothole shall be 18-inch of sand from the top of the pipe. Native material may be used for the balance.
- All work areas shall be inspected by EBMUD for final approval. An as-built drawing submittal is required before final approval can be issued.
- Permittee agrees that no permanent installation of any kind will be made.
- Certified six-sack mix is the minimum acceptable concrete batch to be used on the aqueduct right of way. Concrete compression strength shall be 3500 PSI or better at 28 days. If samples do not reach 3500 PSI at 28 days, entire section of slab or encasement related to that sample must be removed and replaced at applicant's expense.
- Loaded concrete trucks are not permitted over unprotected Aqueducts. A restricted load of 5 yards may be approved on a case by case basis.
- Temporary construction fences and barricades shall be installed and maintained by Permittee as required by EBMUD's inspector. Should they become damaged, work will stop until they are repaired.
- Any and all abandoned pipelines, casings, ducts, etc., encountered at this site must be removed from the Property by Permittee as directed by EBMUD.
- The Permittee shall install and maintain traffic control at all times in accordance to the approved City, County or Caltrans traffic control plan.

Administration Use Only

Approved by	<i>Aqueduct supervision, date</i>
TEP/TCP No.	
R/W Station	

Temporary Encroachment Permit

For Property Owned by
East Bay Municipal Utility District

At least 72 hours prior to start of work, Permittee shall contact the checked EBMUD Supervisor

- Dane Evans, Acting Aqueduct Section PTTM Supervisor, at 510-453-7470
- Dustin Cabihi, Aqueduct Section PTTM Supervisor, at 925-437-4526
- Ken Kelly, Aqueduct Section PTTM Supervisor, at 209-649-8021

Permittee agrees to reimburse EBMUD for costs for inspection, review, permit fees/licenses and related expenses incurred by EBMUD in relation to this project. Permit fees based on July 2021 Schedule of Rates and Charges to Customers of EBMUD.

- Property Entry Permit Fee: \$360.00
- Temporary Construction Encroachment Permit Fee: \$700.00
- Revocable License: \$1,900.00
- Inspection/Review Fee _____
- Total Fees _____

Please remit check payable to **East Bay Municipal Utility District** to this address:

EBMUD
Attn: Encroachments
1804 W. Main St.
Stockton, CA 95203

Please sign and return this Temporary Encroachment Permit electronically to **Mark Stoller** (mark.stoller@ebmud.com), **Leticia Valena** (leticia.valena@ebmud.com) and **Gina Bellingham** (gina.bellingham@ebmud.com).

SIGNATURES: *The Parties agree that this Temporary Encroachment Permit may be executed electronically using digital or electronic signatures.*

PERMITTEE

EAST BAY MUNICIPAL UTILITY DISTRICT

(Signed)

(Signed)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)



CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
 Department: Aqueduct Section
 Street Address: _____
 Mailing Address: 1804 West Main Street
 City, State, Zip: Stockton, CA 95203

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____
 Insured: _____
 Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: Commercial General and Automobile Liability Coverage/Endorsements as required by agreement.

LIMITS OF LIABILITY:

(MINIMUM) \$2,000,000/Occurrence, Bodily Injury, Property Damage-General Liability
 \$2,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

SELF INSURED RETENTION (\$): (Auto) _____ (GL) _____ (if applicable)
 Aggregate Limits (AUTO) _____ (GL) _____ (if applicable)

INSURANCE COMPANY(IES): (Auto) _____ (GL) _____

POLICY NUMBER(S): (Auto) _____ (GL) _____

POLICY TERM: From: (Auto) _____ (GL) _____ To: (Auto) _____ (GL) _____

THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):

1. The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. _____
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers District's Property in Consultant's care, custody and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers *explosion, collapse, and underground* hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.

Signed _____ Firm _____
 Address _____ Date _____
 _____ Phone _____



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO: East Bay Municipal Utility District (EBMUD)
 Department: Aqueduct Section
 Street Address:
 Mailing Address: 1804 West Main Street
 City, State, Zip: Stockton, CA 95203

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Purchase Order
 Number: _____
 (Completed by EBMUD)

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: Workers' Compensation Insurance as required by California State Law.

The Workers' Compensation Carrier agrees to waive rights of recovery against District regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Workers' Compensation coverage maintained or procured by permit Holder shall be endorsed to delete the subrogation condition as to District, or must specifically allow the named insured to waive subrogation prior to a loss.

INSURANCE COMPANY: _____

POLICY NUMBER: _____

POLICY TERM: From: _____ To: _____

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured.

Signed: _____

Date: _____ Firm: _____

E-mail _____ Address: _____

Phone: _____

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or conditions of any contract or other document with respect to which this certificate or verification or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."

EBMUD Temporary Encroachment Permit

Frequently Asked Questions

1. How long does it take to get a permit?

Permits can proceed within three business days or up to two weeks and longer depending on the complexity of the applicant's project. Processing time also depends on the applicant's submission of a complete packet and payment of fees.

2. Why do we need a permit?

Permits are required to protect EBMUD facilities and reduce exposure to risks when other parties are working on or over EBMUD property.

3. How much will be permit cost?

Per the EBMUD Schedule of Rates and Charges to Customers of EBMUD, effective 07/01/22:

Temporary Property Entry Permits are \$360.00

Temporary Construction Encroachment Permits are \$700.00

Revocable Licenses are \$1900.00

Inspection fees will be calculated once plans have been received and reviewed.

Other fees may apply depending on the complexity of the work or other required expenses such as surveying or extensive engineering review.

4. My work will take longer than two weeks; can my permit be issued for longer than two weeks?

Permit durations are evaluated on a case by case basis, but generally the permit can be longer than two weeks.

5. My permit expired before the work was completed. May I get an extension?

Extensions are granted on a case by case basis, but generally one extension will be granted at no additional cost to the applicant.

6. Who can I contact if I have a question?

Mark Stoller, Mark.Stoller@ebmud.com, 209 946-8002

7. Where do I send the permit fee to?

Please remit check payable to East Bay Municipal Utility District to the address below. Please note, cash and/or credit cards are not accepted at this time.

EBMUD

Attn: Encroachments

1804 W. Main St.

Stockton, CA 95203

8. I'm replacing an existing utility under an existing revocable license, what type of permit will I need?

You will need a Temporary Construction Permit and you will be required to remove the existing utility as you may not abandon utilities in place.

9. When is a Revocable License required?

A Revocable License is required for all new utilities crossing EBMUD right of way.



**REQUIREMENTS FOR ENTRY OR USE OF
MOKELUMNE, LAFAYETTE, AND MORAGA
AQUEDUCTS and RAW WATER PIPELINE RIGHTS-OF-WAY**

SUPPLEMENT NO. 1 TO PROCEDURE 718

**East Bay Municipal Utility District
1804 West Main Street, Stockton, CA 95203
(209) 946-8000**

1. Requests for encroachment rights or for other uses of the District's raw water aqueduct and pipeline properties shall be directed to the Manager of Water Supply Division, 1804 West Main Street, , Stockton, California 95203. Property uses shall only be permitted subject to appropriate written permit, license, easement, or lease agreement.
2. Requests for property uses shall be in writing and accompanied by a completed application, plan and profile drawings of the area and work involved. District aqueduct stationing and adjacent above-ground structures must be shown. Applicant's horizontal and vertical control must be correlated to the District's. Drawings and maps shall be full size (11x17inch) or half-size (8½ x 11 inch). Application must include complete insurance documentation.
3. The applicant must agree to indemnify and hold harmless the District from any loss, claim, or liability which may arise by reason of applicant's use of District property and may be required to provide insurance coverage.
4. All requests for uses of District property must be consistent with requirements and limitations set forth by Procedure 718 and will be reviewed and approved on a case-by-case basis.
5. District land and facilities shall be restored to a condition as good as that which existed before applicant's entry on the right-of-way.
6. Applicant's use of property shall not increase District costs or interfere with District access, operations, maintenance, or repair of its facilities.
7. The applicant must pay the District the appraised value of the easement or lease, if appropriate, for the rights granted to the applicant. Appropriate environmental documentation must be completed in accordance with the California Environmental Quality Act before the rights can be granted.
8. For any District-approved encroachment, the applicant must pay the District for any of the following measures, as needed:
 - a. Design of structural protective measures
 - b. Design of fences or other structures
 - c. Corrosion control protective measures
 - d. District engineering, plan review, and inspection of activities
 - e. Environmental documentation
 - f. Application, permit or license fees.
9. The plan for the execution of the work must be approved by the District.
10. The type and weight of equipment working over the aqueduct must be approved by the District.
11. The use of vibratory compaction equipment is prohibited on the aqueduct right-of-way unless otherwise approved by EBMUD. Allowable compaction effort, allowable equipment, and maximum depth of each lift of fill shall be subject to District review and approval before start of construction.
12. A minimum of 48 hours notice must be given to the District before work commences. To contact the District by telephone, call: the Aqueduct Section's Stockton Office at (209) 946-8000.
13. A preconstruction meeting is required prior to start of work.
14. No building or portions of buildings shall be constructed on the property. No other types of structures shall be constructed unless specific approval is given by the District.

15. No longitudinal encroachments such as drainage ditches; gas, phone, or electrical lines; pipelines, or roads will be permitted. All property line fences (including footings) must be located completely outside the aqueduct property lines.
16. No pile driving will be allowed within 100 feet of the aqueducts.
17. Railroad, freeway and highway crossings of the aqueduct right-of-way shall be on permanent bridges with a minimum vertical clearance of 14 feet 6 inches between the finished ground surface and the underside of the bridge. Crossings on grade will be over structurally-encased aqueducts with a sleeve for a fourth aqueduct.
18. Street and road crossings constructed on grade shall incorporate protection of the aqueducts. Protective measures will be designed by the District or by applicant's licensed engineer to District standards with specific District approval of each design.
19. Existing aqueduct protective measures such as concrete slabs shall not be cut, penetrated, or otherwise disturbed. If a protective measure is cut, penetrated, or disturbed, it shall be replaced with a new protective measure, designed by a District engineer or applicant's licensed engineer to District standards with specific District approval of design.
20. Traffic control fences or approved barriers shall be installed along each side of the street, road or trail before opening to the public.
21. Temporary construction fences and barricades shall be installed by contractor as directed by the District.
22. No geotechnical exploration such as drilling or boring shall be allowed on an Aqueduct right-of-way.
23. Any changes in finished grade must be approved by the Aqueduct Section. Earthfills or cuts on adjacent property shall not encroach onto District property except where authorized for vehicular crossings on grade and where the District determines that there will be no detrimental effect on the aqueducts or their maintenance.
24. Crossings shall be at an angle not less than 45 degrees to the aqueducts and on a constant grade across District property.
25. Sanitary sewers, water lines or petroleum product lines crossing above the aqueducts must be encased in a steel or polyvinyl chloride (PVC), or reinforced concrete pipe conduit or be imbedded in reinforced concrete with a minimum vertical clearance of two (2) feet between the casing/embedment and the top of District aqueducts unless other protective measures are provided.
26. All pipelines crossing below the aqueducts must be encased in a steel or reinforced concrete conduit and provide a minimum of three (3) feet of clearance between the casing and the bottom of the District aqueducts.
27. Trenchless construction methods such as horizontal directional drilling or jack-and-bore between the top of the aqueducts and the bottom of the protective structure (slab) are prohibited.
28. On pressurized pipe crossings, shutoff valves shall be provided outside and adjacent to both sides of District property.
29. At the point of crossing, steel pipeline crossings and steel casings shall incorporate electrolysis test leads, bond leads, and leads necessary for interference testing. Corrosion control devices, when required, must be approved by the District.
30. Cathodic protection for steel encasements must be installed as follows:

- Provide a dielectric coating to the exterior surface of the steel casing within the District's right-of-way, 16 mil epoxy or equivalent.
 - Provide galvanic protection to the portion of the steel casing within the District's right-of-way in accordance with the National Association of Corrosion Engineers RP-01-69.
 - If the carrier pipe is constructed of ductile iron or steel, provide electrical isolation between the carrier and casing using casing insulators; redwood skids are not permitted.
 - Provide test results to the District demonstrating the adequacy of the cathodic protection system, and the adequacy of the electrical isolation of the carrier (if metallic) from the casing. The District reserves the right to witness any such tests.
31. Gravity drainage of District property shall be maintained. Open channels constructed across the right-of-way shall be paved with reinforced concrete. Headwalls, inlets, and other appurtenances shall be located outside District property. Drainage facilities shall be provided outside the District's property at the top and/or toe of fill slopes or cuts constructed adjacent to District property to assure adequate drainage.
 32. Overhead electrical power conductors across the property shall be a minimum of 30 feet above ground. Communication and cable TV crossings shall be a minimum of 20 feet above the ground. Supporting poles or towers shall be located outside the aqueduct right-of-way.
 33. Buried electrical cables passing over the aqueducts shall be installed in PVC conduit and encased in red concrete across the entire width of the right-of-way. In some cases, PVC-coated steel conduit with a red concrete cap may be substituted. All other buried cables shall be installed in conduits and marked in the appropriate Underground Service Alert (USA) colored marking materials and with surface signs installed at 4-foot intervals that include the utility name, type, and emergency contact information across the entire width of the aqueduct right-of-way. The minimum vertical clearance between the conduit and the top of the District's aqueducts is two (2) feet unless other protective measures are provided.
 34. Electrical or telecommunications cables passing under the aqueducts shall be encased in conduit and marked at both edges of the aqueduct right-of-way with the appropriate USA color coded markers. The minimum vertical clearance between the conduit and the bottom of the District's aqueducts is two feet. For directional bored conduits the minimum vertical clearance is five feet.
 35. Vehicular parking and storage of equipment or material on aqueduct property are specifically prohibited.
 36. Extraction of oil and gas from aqueduct properties may be permitted under appropriate lease agreements.
 37. All District survey monuments and markers shall be undisturbed. If any District survey markers or monuments must be disturbed, they will be replaced or relocated by the District at applicant's expense prior to the start of any ground disturbing work.
 38. All aqueduct crossings involving mechanical excavation on the right-of-way require potholing of all three aqueducts at the site of the proposed crossing. Visible reference markings showing the aqueduct alignments and depths to top of pipe shall be maintained for the duration of any mechanical excavation on District property. Excavations within two (2) feet of aqueducts shall be made by hand. Entry permits are required for pothole work.
 39. All grading or excavating of the right-of-way requires USA notification and the maintenance of a current inquiry identification number.

40. Certified six-sack mix is the minimum acceptable concrete batch to be used on the aqueduct right-of-way. Concrete compression strength shall be 3,000 per square inch (PSI) or better at 28 days. If samples do not reach 3,000 PSI at 28 days, the entire section of slab or encasement related to that sample must be removed and replaced at applicant's expense.
41. Each truckload of concrete to be placed on the aqueduct right-of-way may be sampled by the District. No water may be added to the mix after sampling.
42. Maximum allowable slump is three inches. All concrete exceeding three inches will be rejected and cannot be used on the aqueduct right-of-way.
43. No traffic will be allowed over protective slabs until 3,000 PSI is reached.
44. All work areas shall be inspected by the District for final approval. As-built drawing submittals are required for District approval.