



**APPLICATION FOR TEMPORARY MINOR ENCROACHMENT PERMIT/
 POTHOLE LICENSE**

Mail Completed Application and Fee to:

SAN DIEGO COUNTY WATER AUTHORITY
 4677 Overland Avenue, San Diego, CA 92123
 Attention: Engineering Dept. - Right of Way Group
 Telephone Number: (858) 522-6900

OWNERSHIP INFORMATION:

REPRESENTATIVE INFORMATION (If applicable) :

Fee Owner Complete Name(s):	Representative Name and Title:
Mailing Address:	Name of Firm:
City, State and Zip Code:	Address:
Telephone Number(s):	City, State and Zip Code:
Email:	Telephone Number(s):
	Email:

LOCATION OF PROPOSED ENCROACHMENT:

Assessor Parcel Number:	Thomas Guide Page:	Legal Description:
Address:		
City and Zip Code:		
Have you ever applied for an Encroachment Removal Agreement (ERA) for this location? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, list ERA Permit Number(s) Issued:		

DESCRIPTION OF PROPOSED TEMPORARY MINOR ENCROACHMENT:

Application shall be accompanied by the appropriate application fee of \$300 (payable to *San Diego County Water Authority*) along with a drawing or set of plans of the proposed improvement to be placed within the San Diego County Water Authority easement. In special circumstances additional investigative fees to offset Water Authority costs may be charged prior to issuance of permit for proposed encroachments requiring special engineering investigations as determined by the Engineering Department.

I understand that this application is subject to the approval of the San Diego County Water Authority and that application fees are non-refundable.

X _____ Date _____
 Fee Owner (1) Signature

X _____ Date _____
 Fee Owner (2) Signature

***** AUTHORITY USE ONLY *****

File Name: _____ ROW# _____

Pipeline(s): _____ TG: _____ Sta: _____

Reviewed by: _____ Date: _____

Authority Parcel(s) affected: _____

APPROVED BY: _____ ON: _____ PERMIT No: _____

**SAN DIEGO COUNTY WATER AUTHORITY
TEMPORARY MINOR ENCROACHMENT PERMIT/POTHOLE LICENSE #**

1. Permission is hereby granted by the San Diego County Water Authority (Water Authority), to **Name of Company** or its designee (Permittee) to enter upon the Water Authority's property and right of way (as shown on the map attached hereto and made a part thereof) for the purpose(s) of **Description of Work** within the Water Authority's right of way along the route particularly shown on the attached Exhibit A.

This permission is granted with the understanding that the Permittee agrees to release the Water Authority from any liability arising out of Permittee's operations under this agreement. Furthermore, Permittee agrees to assume responsibility for any damages caused by reason of Permittee's operations under this agreement and will, at Water Authority option, either repair or pay for such damage.

2. **Pothole License (Excavate to expose top of pipeline or buried facility):**
This section applies if box is checked.

- Licensee (NAME) shall have the right and privilege to pothole (Facility) by means of (List method of potholing: vacuum or backhoe) within the Water Authority's right of way as shown on Exhibit A. Licensee may perform potholing work by its own forces or by contract with a licensed contractor, provided however that Licensee shall remain obligated to Water Authority under this License.

Licensee shall submit plans and schedule for potholing to the Water Authority prior to conducting such activities.

In the event either party commences legal action against the other by reason of an alleged breach of this License or in connection with the use of Water Authority's easement and right of way, the prevailing party shall be entitled to recover court costs and attorney's fees as set by the court. "Prevailing Party" means the party in whose favor final judgment is rendered.

3. Prior to beginning work, Permittee shall have provided the Water Authority with proof of self-insurance or satisfactory certification by a properly qualified representative of the Insurer(s) that the Permittee's insurance complies with this section.

A. **Insurance Coverage Required by Permittee - All Permits**

- (1) **Commercial General Liability.** At all times during this agreement, Permittee agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in a form and with insurance companies acceptable to the Water Authority. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Aggregate Limits per Project

- Products/Completed Operations Liability
- Explosion, Collapse, and Underground (XCU) exclusion deleted
- Contractual Liability as respects this agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors

All such policies shall name San Diego County Water Authority, their directors, officers, agents and employees as additional insureds as their interests may appear.

- (2) Automobile Liability. At all times during agreement, Permittee agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles.
- (3) Worker's Compensation/Employer Liability. At all times during this agreement, Permittee agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements.

B. Additional Coverages Required (as indicated by marked box below)

(1) Professional Liability. At all times during this contract, and for 12 months following acceptance of work by owner, Permittee agrees to maintain Professional Liability Insurance as respects services or operations under this agreement.

(2) Pollution Liability. At all times during this contract, and for 24 months following, Permittee agrees to maintain Pollution Liability Insurance as respects services or operations under this agreement. Extended discovery period must be no less than 24 months.

<u>C. Minimum Policy Limits Required</u>	<u>Combined Single Limit (CSL)</u>
Commercial General Liability	\$1,000,000.00
Automobile Liability	\$1,000,000.00
W/C Employer's Liability	\$1,000,000.00

Additional Coverages (as indicated under Section B, Additional Coverages Required, with marked box below):

B-2 Professional Liability
REQUIRED \$

B-3 Pollution Liability
REQUIRED \$

D. Policy Provisions Required

- (1) Notice of Cancellation. All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to the Water Authority of any cancellation.
- (2) Primary Insurance. Permittee agrees that all general liability coverages required under this Insurance section are PRIMARY insurance and that any insurance of the Water Authority shall be excess and noncontributory.

E. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Permittee, and any approval of said insurance by the Water Authority, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to this agreement, including but not limited to the provisions concerning indemnification.

4. Permittee agrees to release and indemnify the Water Authority from and against all liability, cost and expenses for loss of or damage to property, and for injury to or deaths of persons (including but not limited to the property and employees of each of the parties hereto) when arising or resulting from the use of said premises by Permittee, its agents, employees or invitees, whether or not caused or contributed to by any act or omission of the Water Authority.
5. Permittee is responsible for acquiring any other property rights, fee owner permissions, licenses, or permits needed to conduct the permitted activities.
6. The following condition(s) apply if checked:
 - A. Permittee agrees that no work by Permittee or its authorized agent will interfere with Water Authority operations.
 - B. Permittee shall notify the Right of Way Group of the Water Authority 48 hours prior to the start of work on subject property at (858) 522-6900 and within 24 hours after completion of work.
 - C. Permittee shall arrange a preconstruction meeting with **Name of Technician** of the Water Authority at **Technician phone #** to review procedures and possible facility conflicts in the vicinity of the proposed work.
 - D. Permittee is responsible for advising its contractor and any subcontractors of the presence of and restrictions regarding Water Authority's facilities.
 - E. Permittee agrees to coordinate on a daily basis a reasonable access to all Water Authority facilities.

- F. Permittee shall provide locks to existing gates across the Water Authority's access road and shall remove the locks when the project is completed. Permittee's locks shall not prohibit Water Authority access.
- G. Water Authority shall maintain, at Permittee's expense, a competent Construction Inspector to protect and control work and equipment activity of Permittee while upon Water Authority premises. Permittee shall deposit _____ dollars (\$) with the Water Authority as an estimate of Construction Inspector expenses.
- H. Permittee shall reimburse the Water Authority for all cost and expense incurred by the Water Authority in connection with said work, including without limitation the expense of furnishing such inspectors, plan checkers, and Land Surveyors as the Water Authority deems necessary.
- I. Permittee agrees to restore all facilities, improvements, landscaping, etc., to their original condition by the completion of work.
- J. Permittee shall remove all of Permittee's tools, equipment, and materials from Water Authority premises promptly upon completion of work, restoring Water Authority premises to the same state and condition as when Permittee entered thereon.
- K. Permittee shall obtain approval from the Water Authority upon completion of work that all facilities have been restored to original or better condition.
- L. If Permittee plans to use any equipment or engage in any activity over the Water Authority's right of way which will impose loads greater than AASHTO H-20, Permittee shall submit the specifications of such equipment for review and written approval by the Water Authority five working days prior to its use.
- M. Permittee shall comply with the following special conditions:
- 1) Approved construction equipment traversing the Water Authority's right of way shall travel at a maximum speed of 15 mph and shall be limited to:

List of Equipment
 - 2) Additional special conditions:

7. If Permittee violates any terms or conditions of said permit, the permit shall be immediately revoked. Permittee waives the right to assert any claim or action against the Water Authority arising out of or resulting from the revocation of this permit or the removal of any improvements or any other action by the Water Authority, its officers, agents, or employees taken in a non-negligent manner, in accordance with the terms of the permit. Upon revocation, Permittee shall, at no cost to the Water Authority, return the Water Authority right of way to its pre-permit condition within the time specified in the notice of revocation.

This permission shall terminate upon completion of the above-described work or by **Date of Expiration** whichever occurs first.

SAN DIEGO COUNTY WATER AUTHORITY

John Kross
Right of Way Manager
4677 Overland Ave
San Diego, CA 92123

Date: _____

COMPANY NAME

Name
Title
Address
Address

Date: _____

**Attach
EXHIBIT "A"
HERE**

SAMPLE