



Permit No. _____

TEMPORARY ENCROACHMENT PERMIT
(Contra Costa Water District & USBR Property)

Permittee Name: _____

Address: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Employees, Agents, Contractors, Associates of the Permittee who may also use this permit:

Permit Period: _____ to _____

Portion of the District Property Permitted: _____

Purpose for Use: _____

For District Use:

Project/Event Account Number: _____

Administrative Deposit Balance: \$ _____ as of _____

Security Deposit Balance: \$ _____ as of _____

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 (*see attached*).
- 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 the District'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: _____

Dino Angelosante

Title: _____

Real Property Agent

Date: _____

Date: _____

Contra Costa Water District
Real Property Division
2411 Bisso Lane - P.O. Box H2O
Concord, CA 94524-2099
925-688-8076 or 925-688-8162
www.ccwater.com

PERMIT TERMS AND CONDITIONS

THIS TEMPORARY ENCROACHMENT PERMIT TO USE A PORTION OF DISTRICT OR RECLAMATION 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 the Contra Costa Water District ("District") Real Property Department: at **925-688-8076** or **925-688-8162** and inform the District when and where work will commence. Work performed without District inspection may, at the sole discretion of the District or the United States of America ("Reclamation") be ordered removed or re-performed with District inspection at the sole cost of the Permittee. Note: Permittee may use the property of District and/or Reclamation (the Property) only on Monday – Friday between 8am and 5pm unless otherwise authorized by the District.
2. This permit shall be revoked if Permittee neglects to fully comply with each of these term and conditions. Additionally, the District 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/right-of-way for the supply and distribution of water or with any activity of the District on the Property.
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. Permittee shall not conduct any construction activities 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 the District.
6. Permittee shall not use any wood bridges on the Property or enter into any restricted areas or other areas that are not open to the public, unless specific approval is granted by the District.
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. The District will determine whether these repairs will be made by the District, in which case, the Permittee shall reimburse the District 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 the District and completed to the satisfaction of the District within 30 calendar days.
8. The Permittee shall be liable for, and shall indemnify and hold Reclamation and the District, and the directors, officers, employees, and agents of either, 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, including injury, death, damage or loss caused or suffered by associates, students, event attendees, or other persons acting under or in connection with this permit and, to the extent permitted by law, such liability or claims that arise from the sole negligence of Reclamation or the District.
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 \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or property damage. These policies shall name Reclamation and the District, directors, officers, employees, agents, associates, students and event attendees or other persons acting under or in connection with this permit of either party 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 District. Before commencing activities for which this permit is obtained, Permittee shall provide the District with a legible copy of a certificate of insurance and including a policy endorsement evidencing such requested coverage. Permittee shall also provide a certificate of insurance for workers' compensation 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 the District 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, the District 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 the District 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 District 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 Contra Costa Water District or the United States Bureau of Reclamation.
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 the Contra Costa Water District 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 Contra Costa Water District, 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 the District.
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 United States of America or the District, 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 District 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 District Code of Regulations, District 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 the Property or other District and/or Reclamation property. The Permittee is responsible for the actions of its employees, contractors, family members, associates, students, event attendees, or other persons acting under or in connection with this permit and anyone acting under or in connection with this permit for their respective compliance with the permit conditions and provisions of District ordinances.
22. Where the District or the United States Bureau of Reclamation 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.