



SOLANO IRRIGATION DISTRICT

ENCROACHMENT PERMIT – STANDARD CONDITIONS

Any use of a Solano Irrigation District (District) right of way shall require an Application and Permit and shall be in accordance with and conform to these Standard Conditions

General Information:

1. This Permit allows the Permittee the use of the District's right of way only as set forth herein. This is not a lease, easement, or irrevocable authorization to use the District's right of way,
2. This Permit is issued with the understanding that it does not establish a precedent for future applications; each Encroachment Permit Application (Application) shall be reviewed and considered by the District on its unique merits.
3. This Permit shall be strictly construed and only the use specifically described and shown in the approved Application, including any work to be performed is authorized (the Permitted Use). Any expansion or alteration of the Permitted Use shall require a separate Application and a new Permit.
4. All Conditions of the Permit are of equal importance and shall apply to and be followed by the Permittee; their order in this document does not imply their relative significance.
5. For the construction or installation of a public utility or similar type of facilities, the Permittee shall join, and maintain membership in, USA (Underground Service Alert).
6. For the purpose of this Permit, the term "Agency" shall be defined as any local, city, county, state or federal governmental body with regulatory jurisdiction over the encroachment area or Permitted Use. In all such instances, it is the responsibility of the Permittee to acquire the Agency approval(s) and provide the District with a copy. Failure to comply shall result in the immediate termination of this Permit.
7. The District reserves the right to add, delete, or modify the conditions of the Permit to address a specific issue or circumstance that may be discovered during the performance of the permitted work, or for any other reason. These changes are to ensure the safety and integrity of the District's rights-of-way, facilities, and operations, and the safety of the public, as determined by the District or Agency. New or changed conditions shall be communicated in writing by the District or Agency and must be abided by the Permittee.
8. This Permit shall be construed as a whole and its terms shall be given their fair meaning and application.
9. Facilities to be dedicated and/or accepted for operation and maintenance by a public utility or Agency shall require a separate Permit naming the public utility or Agency. No party other than Permittee is allowed to engage in the Permitted Use.
10. This Permit is made solely for the benefit of the Permittee; it is not intended to benefit any other person or entity..
11. This Permit and the Permitted Use of the District's right of way are personal to Permittee.
12. It is not transferable, assignable, or delegable, voluntarily or by operation of law. If ownership of Permittee's appurtenant property is transferred, voluntarily or by operation of law, any future owner, if it wishes to continue the authorized use, must independently apply for and receive a new Permit from the District. The District's discretion in acting upon the new Application in that case is not limited by the issuance or terms of this Permit.
13. The District does not warrant the continued availability or suitability of the encroachment area or District's rights therein for the Permitted Use. The District is under no obligation to maintain its right of way or facilities in their present condition, location or configuration or its operations as currently performed to facilitate the Permitted Use.
14. Any investment or commitment by Permittee in reliance on this Permit shall be, and is, entirely at Permittee's own risk.
15. The Permittee or the Permitted Use shall not interfere or in any way hinder the District's facilities or their operation.

Fees and Costs:

1. Permittee shall pay for all District costs associated with this Permit. This includes, but is not limited to: plan reviews, meetings, testing, issuing permits, inspecting Permittee's work, ensuring compliance of the terms and conditions of this Permit and Standards. This may also include, at the District's sole discretion, a District employee

- or inspector on-site always during any construction activities authorized by this Permit.
2. All District charges will be billed to a District Work Order for this project. The District Work Order must be signed, and the deposit must be paid by the Permittee prior to issuance of the Permit.
 3. The amounts shown below for a Minor or Major Encroachment area **deposits only** and **do not represent the final cost** to the Permittee. After the initial deposit is exhausted, all additional costs will either require an additional deposit or be billed to the Permittee monthly.
 4. **Fees and Deposits:**
 - a. Application Fee: **\$125** (Non-refundable; due with a submitted Application)
 - b. Minor Encroachment: **\$700** (Deposit for estimated costs associated with this Permit; any remaining funds will be reimbursed to Permittee upon project completion.)
 - c. Major Encroachment: **\$1,200** (Deposit for estimated costs associated with this Permit; any remaining funds will be reimbursed to Permittee upon project completion.)
 - d. The District shall, in its sole discretion, determine whether the encroachment is major or minor.

Other Agency Requirements and Permits:

1. All costs or mitigation measures regarding other Agency requirements and permits shall be paid by the Permittee.
2. Archaeological: If any archaeological resources or artifacts are discovered during the permitted work, the Permittee shall cease all work and notify the District immediately. The Permittee shall, at its expense, retain a qualified archaeologist who shall evaluate the findings and make recommendations to the Permittee and the District regarding the continuance and/or mitigation of the permitted work.
3. Permits from Other Agencies: This Permit shall not replace or alleviate the need for any permits or approvals required by Law or Ordinance or other Agency. Permittee shall secure and provide to the District written authorization for any work which must be approved or permitted by any other Agency, prior to commencement of the Permitted Use.
- 4.
5. Public Utilities Commission Orders: All clearances and types of construction shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California, unless more restrictive provisions are required by the Standards or any other Agency.

Insurance and Bonding:

1. Permittee shall furnish to District Certificates of Insurance, before the Permit is approved and returned to the Permittee. The required insurance shall be maintained by Permittee throughout the term of this Permit.
2. Insurance is to be placed with insurers admitted to transact insurance in California and having a current A. M. Best rating of no less than A-;VII or equivalent and shall name Solano Irrigation District, the Engineer and their respective directors, officers, agents, employees and authorized volunteers as additional insured and shall have the following limits:

Insurance Coverage	Limit
Workers' Compensation Liability	\$1,000,000
General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations, Aggregate	\$2,000,000
Personal and Advertising Injury, Aggregate	\$2,000,000
Fire Damage (any one fire)	\$50,000
Medical Expenses (any one person)	\$5,000
Automobile Liability	\$1,000,000

3. Due to the nature, extent, location or circumstances of the work, the District may also require the Permittee to

obtain a surety bond(s). If necessary, the requirements of said bonding will be outlined in the Supplemental Conditions.

Liability and Damages:

1. The Permittee shall be liable to the District for all injury and damage to the District's right of way and facilities, including any damages for the District's loss of use thereof, and for any disruption to or increased cost of District operations, arising out of or relating to Permittee's use of the encroachment area, or that of Permittee's employees, agents, or contractors.
2. The Permittee waives and relinquishes any claim against the District for bodily injury or death or damage to property, including the loss of use thereof, arising out of or relating to any condition of the District's right of way and related facilities, or for the District's maintenance, operation, or use thereof, or for the District's acts or omissions relating thereto, including claims caused in whole or in part out of the District's ordinary negligence.
3. The Permittee agrees that District's liability for any gross negligence is limited to Permittee's direct actual damages, if any. The Permittee waives and relinquishes any claim against the District for consequential, indirect, or special damages, including damages for loss of use or loss of profits, whatever the cause.
4. Indemnification
 - a. To the fullest extent permitted by law, the Permittee shall indemnify and hold harmless and defend the District, its directors, officers, employees, or authorized volunteers, and each of them, from and against:
 - b. All claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person, including Permittee's employees and the employees of Permittee's contractors and their subcontractors, and damages to or destruction or loss of use of property, arising out of or in any manner directly or indirectly connected with Permittee's use of the encroachment area, or that of Permittee's employees, agents, or contractors, regardless of any ordinary negligence of District or its directors, officers, employees, or authorized volunteers
 - c. All actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the Permitted Use or the violation of any governmental law or regulation, compliance with which is the responsibility of the Permittee;
 - d. The Permittee shall defend, at the Permittee's own cost, expense and risk, all such suits, actions, or other legal proceedings of every kind that may be brought or instituted against the District or its directors, officers, employees, or authorized volunteers.
 - e. The Permittee shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officers, employees, or authorized volunteers, in all such suits, actions, or other legal proceedings.
 - f. The Permittee shall reimburse the District or its directors, officers, employees, or authorized volunteers, for all legal expenses and costs incurred by each of them in connection herewith or in enforcing the indemnity herein provided. The Permittee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees, or authorized volunteers.
5. Hazardous Substances: Permittee agrees that it will comply with all laws, including Federal, State, or local, existing during the term of this Permit pertaining to the use, storage, transportation and disposal of any hazardous substance as that term is defined in such applicable laws. In the event the District or its officials, employees, or agents should incur any liability, cost or expense, including attorneys' fees and costs, as a result of Permittee's use, storage, transportation or disposal of any hazardous substance, including any petroleum derivative, Permittee shall indemnify, defend and hold harmless any of these entities or individuals against such liability. Where Permittee is found to be in breach of this provision due, for example, to the issuance of a government order directing Permittee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Permittee or any person acting under Permittee's direction, control and authority, Permittee shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by District in connection with or in response to such government order.

Construction Activities:

1. Depending on the nature of the proposed work or area of encroachment, the District may require that the construction documents, drawings, legal plats, etc. be stamped, signed and dated by a California registered professional engineer or land surveyor.
2. All sections of the District's Standard Specifications and Details (Standards) which may pertain to the permitted work shall be considered part of these Standard Conditions and shall be adhered to by the Permittee. The Standards are available for review at [insert physical or internet location].
3. All authorized work per this Permit shall be performed by duly licensed persons, unless this requirement is waived by the District, in advance, in writing.
4. Before starting any construction activities, the Permittee shall provide a 48-hour notice by contacting the District's Engineering Department. **THE PERMITTEE MUST RECEIVE AN ACCEPTANCE REPLY FROM THE ENGINEERING DEPARTMENT PRIOR TO BEGINNING THE WORK.** Additional notice may be required and will be outlined in the Supplemental Conditions.
5. The Permittee, shall notify Underground Services Alert, by phoning 811 or through their website (www.usan.org) at least two days prior to any earthwork activities, as required by CA Government Code 4216.2.(b) and shall also comply with all other Regional Notification Center System requirements as set forth in CA Government Code section 4216 and following.
6. During any period when any work is being pursued per this encroachment, a copy of the signed Permit shall be kept at the site of the work and must be shown to any requesting District representative, other Agency or law enforcement officer. Failure to comply is a violation of the Standard Conditions and all work may be suspended until the signed Permit is made available.
7. If there are any aboveground facilities (including pedestals, valves, utility boxes etc.) included as part of the Permit, the Permittee shall identify them with appropriate signage and/or paddle markers. Permittee's facilities shall only be placed in locations approved by the District; they shall not be located within any open canals, drainage ditches, swales or other District distribution facilities.
8. Promptly upon completion of construction, the District rights-of-way and facilities shall be returned to their original pre-encroachment condition, except for modifications expressly authorized by the Permit.
9. Permittee shall take all actions necessary to protect the public from all hazards caused by Permittee's activities. All work areas, open holes and trenches must be appropriately secured from pedestrian, vehicle and livestock traffic during both working and non-working hours; open excavations must be properly covered and protected during non-working hours.
10. Alterations to the District's fencing are permitted only as specifically described in this Permit or other written authorization by the District's Representative. All gates and fencing installed by the Permittee as a means of access to Permittee's facilities shall be constructed to the District Standards. Such gates and fencing shall be kept in good repair by the Permittee. Gates shall be kept closed and locked except when in actual use. District will at all times be allowed full use of said gates and shall be allowed to place its lock(s) on all gates.
11. Permittee shall yield start of work to ongoing prior authorized or permitted work. When existing encroachments or installations may conflict with this permitted work, Permittee shall be responsible for identifying and protecting those encroachments or installations.
12. Permittee shall avoid damage or injury to the right of way, facilities, or personnel of District and the public and prevent interference with operations of District facilities.
13. No material capable of water pollution shall be stored or discharged by Permittee within or near any runoff or drainage area, canal, ditch, channel or any other waterway or waters - absolutely no exceptions. Permittee shall use extreme caution to prevent the contamination or pollution to the waters of the District and surrounding area.
14. Construction materials or equipment will not be stored, nor equipment parked, within the District's right of ways unless the Permittee is actively engaged in the construction or maintenance activities authorized under this Permit.
15. The Permittee shall protect the encroachment area against settlement, erosion or similar failures for the duration of the Permit.
16. Upon notification by the District, corrective measures must be completed within thirty (30) days. In the case of emergency situations which could affect the safety and welfare of the public or property or integrity of District facilities immediate action by the Permittee is required and if the Permittee fails to comply, the District may utilize all means necessary to correct the situation at Permittee's expense.

Inspection and Testing:

1. The Permitted Use shall conform to the requirements of this Permit, including the requirements set forth in other documents referred to and made a part of this Permit. The District may, in its discretion, observe or inspect the Permitted Use. However, neither the inspection nor lack of inspection by the District will relieve Permittee of any obligations or responsibility under this Permit or as provided by law.
2. The District does not by approving plans or inspecting work expressly or impliedly warrant the work to be free of defects, fit for Permittee's purposes, or authorized by law, nor does the District assume any responsibility for such work or Permittee's activities within the encroachment area.
3. Any required testing shall be completed by an outside source or other Agency; the results shall be submitted to the District for acceptance and approval.

Safety:

1. Permittee shall abide by all District and Agency requirements regarding public safety.
2. Permittee shall furnish, erect and maintain such fences, barriers, lights and signs and provide such flagmen and guards as are necessary to give adequate warning to the public of the work within the encroachment area and of any potentially dangerous condition of the encroachment area.

DISTRICT Use of the Encroachment Area:

1. The District may, without charge or reservation, use any improvements installed by Permittee within the encroachment area, as it deems necessary to conduct its operations.
2. The District shall not be liable for any damage that may be incurred by the Permittee's facilities as a result of the operation, maintenance or construction work performed on any District facility by or on behalf of the District. In such an event, the Permittee shall make any necessary repairs to its work as soon as practicable.
3. If at any time, the District requires that any portion of the Permittee's facilities be altered, relocated or removed to accommodate the District's use of its right of way or facilities, the Permittee shall comply within 30 days of the District's written request. All costs associated with the Permittee's facilities shall be at the sole expense of the Permittee, except as otherwise provided by law, Addendums to this Permit or other District Agreement.
4. Should the Permittee fail to accommodate the District's written request, as stated above, the District may perform such work, and Permittee shall reimburse District for all costs of the work.

PERMITEE - Maintenance, Repair, Replacement or Reconstruction:

1. Permittee shall notify the District before entering District's right of way to perform work.
2. An agreement and schedule may be set up with the District for entry to perform routine inspection or minor maintenance work on the Permittee's facilities.
3. Permittee may enter without notice to address emergency situations, but shall notify the District of the actions taken as soon thereafter as practicable.
4. Regardless of the situation or circumstance, the Permittee shall notify the District before starting any excavation or earth moving activity.
5. Permittee shall operate and properly maintain their facilities on District's right of way, make certain their encroachment is not damaging District's right of way or facilities or interfering with the District's operations, and immediately repair and make good any damage to any of District's facilities which occur as a result of the work done under this Permit.
6. In every case, the Permittee shall be responsible for restoring to its pre-construction condition any portion of the right of way which has been excavated or otherwise disturbed.
7. The Permittee shall maintain its improvements in a safe condition, and Permittee authorizes the District to remove or address dangerous conditions at the Permittee's expense. The District's removal of a dangerous condition, or its failure to do so, does not in any way relieve Permittee of its responsibility to the District or to other persons for dangerous conditions created or maintained by Permittee.
8. **PERMITEE MAY NOT ENTER OR CROSS A DISTRICT RIGHT OF WAY TO PERFORM WORK WHICH MAY, IN ANY WAY, AFFECT A DISTRICT FACILITY.**

Termination or Revocation of Permit:

1. At any time, this Permit may be revoked or terminated by the District, with or without cause.
2. Although not under any obligation, the District will do its best to provide the Permittee with a thirty (30) days' written notice of the termination. Permittee shall within that period remove all encroaching facilities and return to encroachment area to its prior condition.

Project Completion and Close-Out:

1. Upon completion of all work within District's right of way, Permittee shall furnish As-Built drawings to the District showing the location and details of construction. The drawings must include the permitted works, District facilities and District rights-of-way. Failure to submit As-Built plans within sixty (60) days of completion will result in the revocation of this Permit.
2. All trash generated by the Permitted Use, including food waste, must be removed from the encroachment area or suitably contained daily.

SPECIAL CIRCUMSTANCES:

The following provisions are grouped together for ease of use and are typical for the types of encroachments below. In no way shall they relieve or excuse the Permittee from any of the other requirement(s) for this Permit contained within the Standard Conditions and Supplemental Conditions.

Landscaping Areas or Linear Parks:

1. Items 2 – 11, below, do not apply to open canal or drainage ditch rights-of-way.
2. The full width of the right of way may be used as green belt or cropping, unless otherwise prohibited.
3. Ground cover and shall not hinder the visual detection of any pipeline leaks.
4. Trees and vines shall not be permitted, unless expressly authorized by the District.
5. Irrigation lines running parallel to a District pipeline shall not be installed within the District's right of way. Perpendicular lines shall comply with the Crossing Standards.
6. Irrigation system valves shall not be installed within the District's right of way.
7. Existing District pipeline depth of cover shall not be altered.
8. Excavated materials shall not be permanently placed within the District's right of way.
9. Landscaping shall not obstruct or impede District access to its facilities and operations.
10. Concrete sidewalks and pathways shall be designed and constructed to meet District vehicular traffic loading, including heavy construction equipment.
11. Replacement/repair of any landscaping, greenery, irrigation systems or other improvements which are damaged or removed during District work, shall be the responsibility and at the cost of the Permittee.

Longitudinal (installations running parallel or along rights-of-way):

1. Open canals or drainage ditches:
 - a. Minor above ground permitted facilities may be allowed on the "operations side" of the canal or ditch, but must be outside of the traveled way.
 - b. Continuous or major above ground permitted facilities must be constructed on the "non-operation side" of the canal or ditch.
 - c. Under no circumstances shall any permitted facilities be installed or constructed within ten (10) feet from the top edge of the canal or ditch.
 - d. The exact alignment shall be field marked with staking and verified by the District prior to construction or installation.
2. Buried pipelines:
 - a. District pipelines shall not be included within subdivision (house) lots.
 - b. Pipelines containing sewer, oil, gas, natural gas or any other hazardous material shall not run parallel to District pipelines and shall be installed per the Crossing Standards.

- c. Embankments shall not be permitted.

Road and Parking Areas:

1. The Grading Plan or Improvement Plans must show and call out the top elevation of the District's pipeline relative to the proposed final paved surface.
2. At no time shall the proposed final grade be less than three (3) of cover, measured at the pipe bell.
3. Placement of on-site excavated materials within the right of way is prohibited without the express written permission from the District.
4. Use of barrow material within the right of way is prohibited without the express written permission from the District. Such use shall also require the direction and approval of a Geotechnical Engineer.
5. If existing drainage features are proposed to be modified or altered in any way during construction by the Permittee, detailed design drawings showing the proposed interim drainage plan, replacement facilities and/or restoration of the existing facilities shall be submitted to the District.
6. Travel lanes and parking areas shall not be constructed over District pipelines. Shoulders or median areas may be constructed over District pipelines, if authorized in writing by the District.
7. All streets, roadways and parking surfaces must be structurally designed to the site's soil report meeting the requirements and signed approval of a Geotechnical Engineer. The structural design and paving must also meet the requirements and approval of the District.
8. Depressed curbs or driveways shall be provided for the District's vehicular and heavy equipment access when new roads or medians cross the District's open canal, drainage ditch or pipeline.
9. Trails, paths and maintenance roads shall be fenced, except when the District's right of way is used as a greenbelt. Within the District's right of way the fence shall meet the Standards or separately approved and shall not obstruct access of District personnel or equipment for any District use of the right of way.
10. All vehicle and equipment access gates shall meet the presiding Fire Department requirements and shall be at least sixteen (16) feet wide, placed at the minimum setback and meet the requirements of the Standards.
11. Gates to be locked by the Permittee, the District shall have complete access at all times for the duration of the Permit.
12. All gates shall be fabricated to allow the placement and use of the District's own lock on the locking mechanism in addition to the Permittee's.

Work within Road or Traveled Way:

1. All work shall meet all City, County, State and Federal requirements, ordinance and laws pertaining to work within or alongside a road or traveled way. Any conflicts in regard to these Conditions shall be brought to the District's attention for decision before proceeding.
2. Permittee shall be responsible for replacing or repairing the pavement and disturbed area for the duration of this Permit.
3. An approved Traffic Control Plan and all appropriate traffic control signage/devices, including flaggers, shall be in place at all times during the work in accordance to latest MUTCD standards and to the satisfaction of the presiding Agency.
4. Permittee shall keep the road open to local traffic and emergency vehicles at all times.
5. The local residents and businesses must be notified no less than 72 hours prior to the road work by informational fliers/letters regarding the road work, access, expected time of work completion and contact information of the Permittee.
6. All work must be planned and carried out so there will be the least possible inconvenience to the traveling public.
7. The conditions of this Permit shall not be modified, unless approved in writing by the District.

Subdivisions or Development Areas:

1. Permanent structures are not permitted within the District's right of way.
2. The Permittee shall not divert surface run off toward the District's open canals, drainage ditches or embankments. Surface run off may not be stored or collected within the District's right of way.

3. Use of the District's right of way as part of a residential subdivision lot is not allowed except that unimproved portion of individual subdivision lots reserved for future landscape or greenbelt area may be allowed within the District's right of way and shall require the written consent of the District.
4. If the proposed improvements, such as streets, sidewalks and utility corridors are to be dedicated to the City or local agency, the Permittee shall be responsible for acquiring all other agreements or permits with the municipalities and utility company(s); a copy of each executed agreement or permit must be provided to the District.
5. The District may require the approving local governmental entity (i.e., city, county, water authority, etc.) be designated as an additional Permittee.
6. All landscaping shall adhere to the Special Circumstances landscaping subsection above.

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By my signature below, I acknowledge that I fully understand the requirements set forth and accept all Standard Conditions of this Encroachment Permit application.

Signature of Applicant

Title of Applicant

Date

Applicant must sign and submit this sheet of the Standard Conditions with any Encroachment Permit application.