

Golden West Community Services District

P.O. Box 448, El Dorado, CA 95623

www.gwcsd.org



**UTILITY RIGHT OF WAY ENCROACHMENT PERMIT APPLICATION
GWCSO Ordinance 5**

Your Job No.: _____ Permit No.: _____ Work order No.: _____

Applicant: _____

Address: _____ City: _____ State: _____ Zip _____

Contact person: _____ Phone: _____

Email: _____

Applicant hereby applies for a permit to perform the following work:

Location of Encroachment: _____

Description of Work: _____

SUBMIT APPLICATION TO:

Golden West Community Service District
ATTN: General Manager
P.O. Box 448
El Dorado, CA 95623

Or via email to:

General.Manager@GWCSO.ORG

For, and in consideration of, the granting of said permit, the applicant promises and agrees to comply with all provisions as set forth in Golden West Community Service District (GWCSO) Ordinance 5, and as stated below:

INDEMNITY:

To the fullest extent of the law, the Permittee shall defend, indemnify and hold the GWCSO harmless against and from any and all claims, suits, losses, damages and liability for damages, including attorneys fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of GWCSO staff, or damage to property, or any economic consequential or

special damages which are claimed or which shall in any way arise out of or be connected with Permittee's work, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the GWCS D, the Permittee, the Contractor, subcontractors or employee of any of these, except the active, or sole, negligence of the GWCS D, its officers and staff, where expressly prescribed by statute.

The duty to indemnify and hold harmless the GWCS D specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Permittee, and/or Contractor are separate, independent obligations under the Permit, and the provision of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Permit documents.

GENERAL INSURANCE REQUIREMENTS:

The Permittee shall provide proof of a policy of insurance satisfactory to GWCS D and documentation evidencing that the Permittee maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Permittee as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000.00) is required in the event motor vehicles are used by the Permittee in performance of the permit.
4. In the event Permittee is a licensed professional and is performing professional services under this contract, professional liability is required with a limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence.
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this permit, XCU coverage is required.

PROOF OF INSURANCE REQUIREMENTS:

1. Permittee shall furnish proof of coverage satisfactory to GWCS D as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the General Manager, or be provided through partial or total self-insurance likewise acceptable to the General Manager. Before beginning work the Permittee shall provide the name, address and telephone number of the nearest claims adjusting office of the company which has issued his liability insurance.
2. The GWCS D, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to General Liability only. Proof that the GWCS D is named additional insured shall be made by providing a certified copy, or other acceptable evidence, of an endorsement to Permittee's insurance policy naming the GWCS D additional insured.
3. In the event Permittee cannot provide an occurrence policy, Permittee shall provide insurance covering claims made as a result of performance of this Permit for not less than three (3) years following completion of performance of this permit.

4. Any deductibles or self-insured retentions must be declared to and approved by the GWCSO. At the option of the GWCSO, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the GWCSO, its officers, officials, employees and volunteers; or the Permittee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to:
Golden West Community Service District
ATTN: General Manager
P.O. Box 448
El Dorado, CA 95623
2. Permittee agrees that the insurance required herein shall be in effect at all times during the term of this permit. In the event said insurance coverage expires at any time or times during the term of this contract, Permittee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year (for an occurrence policy) or three (3) years (for a claims made policy). New certificates of insurance are subject to the approval of the General Manager.

ADDITIONAL STANDARDS: Certificate shall meet such additional standards as may be determined by GWCSO either independently or in consultation with the GWCSO General Manager, as essential for protection of the GWCSO.

COMMENCEMENT OF PERFORMANCE: Permittee shall not commence performance of this Permit unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Permittee to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Permit.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the GWCSO, its officers, officials, employee or volunteers.

PRIMARY COVERAGE: The Permittee's insurance coverage shall be primary insurance as respects the GWCSO, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the GWCSO, its officers, officials, employees or volunteers shall be in excess of the Permittee's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the GWCSO, its officers, agents, employees or any of them for payments of any premiums or assessments under any policy issued by any insurance company.

PERMITTEE'S OBLIGATIONS: Permittee's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Permit.

PERMITEE AGREES TO THE FOLLOWING:

1. This permit does not grant permission to work across property lines. It is the applicant's responsibility to determine property lines and work.
2. The permittee shall be responsible for obtaining all other necessary permits and permissions from affected property owners, public agencies, and others.

NOTICE: THE FINANCIALLY RESPONSIBLE PARTY (FRP) FORM HAS BEEN EXECUTED

I HEREBY AFFIRM UNDER PENALTY OF PERJURY THAT I HAVE READ, ACKNOWLEDGE AND AGREE TO ALL CONDITIONS OF THIS PERMIT AND THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Permittee _____ Signature Date _____

(If limited partnership or corporation, signature must be attested by corporate Secretary with a Certified Resolution)