

# **SOLANO COUNTY WATER AGENCY**

## **WATER FACILITIES ORDINANCE**

### **PERMIT GENERAL PROVISIONS**

(Low Risk Insurance Provisions)

1. Applicant agrees to comply with all of the terms and conditions of this permit, including any supplemental conditions, and with the provisions of Solano County Water Agency (SCWA) Facilities Ordinance (Ordinance No. 1).
2. This permit does not grant, alter or affect any existing water right in any manner.
3. Issuance of this permit does not relieve the owner of the responsibility for perpetuating natural drainage from all adjacent properties.
4. The top of cuts and the toe of fills for earthwork covered by this permit shall not be closer than five (5) feet from any property line or road right-of-way.
5. Nothing contained in this permit shall impose any responsibility on SCWA, or its directors, officers, employees, or volunteers for any errors or omissions of any kind or nature in any plans or information submitted to the General Manager, and no permit shall be deemed a certification by SCWA or its directors, officers, employees, or volunteers as to the accuracy of correctness of any documents submitted in support of Applicant's request for such permit. Nothing contained in this permit shall impose any liability on SCWA for property damage or personal injury as a result of work performed under the permit, or any responsibility for materials, labor, workmanship, or compliance to the plans or to the conditions of the permit.
6. The issuance of this permit shall not be considered a waiver for any other permit that may be required of other agencies. Applicant shall be responsible for obtaining all other necessary permits and releases prior to beginning work, including complying with the requirements of the State Department of Fish and Game, if applicable.
7. Upon the completion of authorized work, Applicant shall restore all property and SCWA water facilities to the condition they were in prior to the start of work, or better.
8. Applicant shall maintain the security of SCWA property and facilities including restricting public access to the property and facilities and keeping all gates closed and locked.
9. Applicant shall not interfere with activities performed by or on behalf of SCWA during the term of a permit.
10. Applicant shall be knowledgeable of the hazards associated with water facilities, and shall act with caution when performing work for which a permit is issued. Applicant shall be aware that said work is performed at Applicant's own risk, and that SCWA offers no guarantee that

SCWA water facilities, property and easements are maintained in any condition other than for the convenience of SCWA.

11. Issuance of this permit does not give any permanent rights to SCWA property or easements. SCWA reserves the right to continue to use property or easements over which works authorized by this permit may be constructed.
12. If SCWA does not possess fee title to the land where the permitted work is to be undertaken, Applicant shall be responsible for receiving necessary permission from property owners to perform required work.
13. To the fullest extent permitted by law, Applicant agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of SCWA facilities, except for any such claims arising out of the sole negligence or willful misconduct of SCWA or its directors, officers, employees, or authorized volunteers. Applicant agrees to defend, hold harmless, and indemnify SCWA, its directors, officers, employees, or authorized volunteers against any and all such injuries, damages, and claims. This indemnification agreement shall not be restricted to any insurance proceeds.
14. Applicant shall provide and maintain general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities and properties as described herein. Coverage shall include contractual liability covering Applicant's obligations in provision 13. The general liability coverage shall give SCWA, its directors, officers, employees, or authorized volunteers insured status using ISO endorsement CG 2026 or equivalent. Applicant shall provide SCWA with a certificate of insurance and additional insured endorsement before scheduled use. such insurance, shall be primary and any insurance, self-insurance or other coverage maintained by SCWA, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by SCWA.
15. Applicant shall insure, or be a qualified self-insured, with respect to the applicable laws relating to workers' compensation coverage (California Labor Code Section 3700), all of applicant's employees working on or about SCWA's facilities. Applicant shall provide SCWA with a certificate of Workers' Compensation and Employer's Liability insurance coverage to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by SCWA. The employer's liability limit shall be in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.