

TEMPORARY PERMIT

NO PERMANENT CONSTRUCTION ON STATE PROPERTY IS PERMITTED UNDER THIS TEMPORARY PERMIT

FIELD DIVISION		COUNTY	PERMIT NUMBER	
DATE ISSUED	TIME	EXPIRES	MILEPOST	

Permission is hereby granted to the undersigned Permittee to enter upon the property of the Department of Water Resources, hereafter referred to as the "State", at: _____
 (the "Property") between the hours of: _____
 for the sole purpose of: _____

- Equipment to be used on the Property is limited to:

- Reasonable precautions will be exercised by Permittee to avoid damage and to protect persons and property. Permittee shall be responsible for the injury, death, or damages of any member of the public, officer or employee of State, or any other person, arising out of the exercise of the rights herein granted, irrespective of fault or negligence excepting only such injuries or deaths as are caused by the sole negligence of willful misconduct of State, its officers or employees. State assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors or employees of Permittee by reason of the exercise of privileges given under this Temporary Permit. To the fullest extent permitted by law, Permittee shall indemnify, and hold State, its affiliates and successors, and their respective directors, officers, employees, consultants, attorneys, agents and representatives, and each of them, free and harmless from any and all personal or property laws, injury, due damages, liability, claim, lien, cost, or expense, including reasonable attorney's fees and costs, to the extent arising from, or in connection with, Permittee's activities or performance of the work described, and any other activity of Permittee, on the Property as authorized by this Temporary Permit. This agreement to indemnify defendant and hold harmless shall survive any termination of this Temporary Permit
- In the exercise of the rights herein granted, Permittee is responsible for any damage, destruction or loss occurring to the Property or facilities of State, its water contractors, licenses, Permittee, or members of the public. Permittee shall indemnify, defend, and save harmless State for all such damage, destruction or loss, or at the option of State, Permittee shall repair or replace said Property to the satisfaction of State.
- This Temporary Permit is not valid for any activity that results in any temporary or permanent alteration to State property. **No unauthorized construction on State property is permitted under this Temporary Permit.** Construction is contingent upon the applicant completing the State's review process and obtaining an encroachment permit.
- Either party, upon three (3) business days written notice to the other party may cancel this Temporary Permit.

6. This Temporary Permit must be present on site at all times when on State property. The Temporary Permit must be shown to any representative of Permittor or any law enforcement officer on demand.
7. Travel is limited to twenty (20) M.P.H. on the canal roads and right-of-way roads or as posted.
8. Permittee shall comply with all applicable federal, State, and local laws, including Division of Occupational Safety and Health (Cal/OSHA) requirements. Any environmental permits or other necessary permits shall be the sole responsibility of Permittee. Copies of all permits shall be provided to State.
9. Permittee must comply with the Field Division Security Requirements, including closing and locking all gates after opening.
10. State expressly does not give Permittee any permit or authorization to enter upon any portions of the Property other than those specified herein.
11. Permittee may enter the Property and all access areas leading thereto solely for the purpose of performing the activities and work described above.
12. Permittee shall be responsible for the lawful disposition of any and all waste and spoilage obtained from the Property resulting from the performance by Permittee of the work described herein.
13. Permittee shall keep the Property free and clear of all mechanic's, materialmen's and other liens resulting from the performance by Permittee of the work described herein.
14. This Temporary Permit shall not constitute or be construed or interpreted as a waiver of any defense by any party or as omission for any purpose by any party of any liability or responsibility of any past, present or future condition of the Property.
15. This Temporary Permit shall terminate when the work described herein has been completed. Permittee shall notify State immediately when the work is completed. Upon termination, Permittee shall promptly restore the Property to the same general condition and contours that existed at the time of execution of this Temporary Permit.
16. All notices to Permittee and State pursuant to this Temporary Permit shall be made in writing to the addresses listed below.
17. This Temporary Permit expires thirty (30) business days from the date of issuance and in no instance can extend beyond 90 working days from the date of issuance.
18. Permittee shall furnish to State a Certificate of Insurance, at the time the Temporary Permit is signed and returned to Permittor, stating that there is liability insurance presently in effect for Permittee with bodily and property damage limits of not less than \$1,000,000 per occurrence. The liability insurance shall name State as additional insured and be in effect at all times during the term of this Temporary Permit.
19. Permittee shall notify the Field Division two (2) business days prior to starting work. Please contact _____ at phone number _____ to provide notification.
20. If this Temporary Permit is for potholing the State Water Project underground pipeline and/or communication control cables, the following provisions also apply:
 - a) Permittee shall notify Underground Service Alert (USA) at (800) 422-4133 for Southern CA or (800) 642-2444 for Northern CA two (2) business days prior to commencement of work.

- b) The vacuum extraction method is preferred for potholing the marked underground facilities to verify existence and exact location. If trenching method is used, all trench excavation shall comply with the most recent occupational safety and health administration standards. All work within three (3) feet of State Water Project pipeline(s) and cable(s) shall be done using hand-held tools only. Backfill material shall be thoroughly compacted and the surface restored to its original grade and conditions. Trench backfill shall be placed in no greater than 4-inch lifts if hand compacted or no greater than 8-inch lifts if power compacted. Trench backfill compaction shall meet 95 percent (ASTM D1557.) Permittee shall provide written certification to the State that the compaction standard has been met.
- c) Communication and control cables connected with the operation of the State Water Project are buried along either or both sides of the aqueduct/pipeline within State's right of way. All excavations within three (3) feet of the cable(s) and pipeline shall be done using hand-held tools only.

21. Other:

State of California
 Department of Water Resources

ACCEPTED:

By: _____

Permittee: _____

Print Name: _____

By: _____

Title: _____

Print Name: _____

Phone: _____

Title: _____

Address: _____

Contact Phone: _____