

Phone (559) 673-3514

www.madera-id.org

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**Application and License to Encroach on
 Madera Irrigation District Land / Right-of-Way
 MID Permit Number 2017 – _____**

APPLICANT

- I. I, _____ (applicant name), hereby request permission to construct on Madera Irrigation District (MID) land or right-of-way and/or facilities of the nature, location and purpose described below:
- a. Type of works and/or facilities: _____
 - b. MID canal/pipeline name(s): _____
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- II. The applicant agrees that in the event this license is granted and agreed upon by MID:
- a. Works shall be constructed by the applicant at his expense.
 - b. Works shall conform to MID’s standards and shall be constructed and maintained under the supervision and to the satisfaction of MID.
 - c. Works shall be constructed in such manner as to preclude interference with the operations of MID and deliveries of irrigation water to MID growers.
 - d. This license, upon issuance unless otherwise noted is terminable at any time, for any reason at the will of MID. In the event, MID determines to terminate this license, it shall give applicant notice in writing stating the time of termination.
 - e. Applicant shall be responsible for any damage to the property of MID. Any repairs or loss of service to MID water users will be at the sole expense of the applicant.

- f. Applicant and proposed facilities will comply with all applicable Federal, State and Local laws, ordinances, and regulations, at all times, as administered by appropriate authorities concerning water pollution and expenses.
- g. Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect the Contractor and the District from claims: 1) arising from Contractor's operations under the contract by the Contractor, a subcontractor or anyone employed by them, or anyone for whose acts any of them may be liable; 2) under workers' compensation, disability benefits, and other similar benefit acts; 3) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees; 4) for damages insured by usual personal injury liability coverage sustained by a person as a result of an offence related to employment of such person by the Contractor, or other persons; 5) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; 6) for damages because of bodily injury, death of a person or property damage arising from ownership, maintenance or use of a motor vehicle; 7) involving contractual liability insurance applicable to the Contractor's obligations; and 8) for damage to work in progress. Commercial General Liability Limits: Aggregate - \$2,000,000; Per Occurrence - \$1,000,000; Automobile Liability - \$1,000,000; Workers Compensation and Liability - \$1,000,000; Excess/Umbrella Liability in addition.
- h. The insurance required shall be written for not less than limits of liability specified in the contract documents or required by law, whichever if greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverage shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. The District, its officers, agents and employees shall be named as additional insured,
- i. Certificates of insurance executed by the carrier(s) and acceptable to the District and copies of the policy shall be filed with the District prior to the commencement of the work. The Certificates and in the insurance policies shall provide the policies will not be cancelled or allowed to expire until at least thirty days prior written notice has been given to the District. If the insurance coverage is required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall

be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

- j. Contractor shall require each subcontractor to maintain policies of insurance covering the hazardous, and under the conditions, mentioned above and have the District, its officers, agents, volunteers and employees as additional insurers. Copies of the subcontractor's certificates of insurance and policies shall be filed with the District.
 - k. Contractor shall indemnify and save the District, its officers, agents, volunteers and employees free and harmless from costs, damages or liabilities, including attorney fees, arising out of any act or omission to act, including any negligent act or omission to act by Contractor, its officers, agents, subcontractors and employees with respect to the performance of the work or the Contractor's obligations under this contract.
 - l. In addition to the above, Contractor shall pay District costs, including attorney fees, incurred by the District in handling, responding to, or litigating stop notice claims or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.
 - m. The applicant shall provide MID a schedule of start and end of project construction so that MID can observe and inspect project during and at completion. Contact Darren Garcia at (559) 673-3514 and dgarcia@madera-id.org at least 48 hours in advance of the project start.
 - n. This license is fully executable only after an inspection of said works is completed and approved.
 - o. All permit fees are nonrefundable and must be paid in cash or check.
- III. This license, upon issuance, is given subject to existing rights-of-way in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electric transmission lines, and canals, laterals, ditches, flumes, siphons and pipelines on, over and across the MID's lands.
- IV. This license, upon issuance, in no way constitutes any surrender or subordination by MID of its jurisdiction and supervision over all or any part of the lands herein involved.
- V. Conditions of this license shall be binding upon owners, heirs, or assigns in succession.
- VI. MID has the right to remove said encroachment at applicant's expense at any time deemed necessary by MID in its absolute discretion.
- VII. This license is granted assuming all other required permits have been obtained from Federal, State and Local agencies.

VIII. Nonrefundable Permit Fees (cash or check only):	Paid	Date
a. Encroachment (\$50):	\$ _____	_____
b. Construction Inspection (\$150 / week of construction):	\$ _____	_____
c. Construction Water Permit, if available, (\$300 / day):	\$ _____	_____

- IX. Applicant Information:
- a. Company Name: _____
 - b. Business Address: _____
 - c. Office Phone: _____
 - d. Emergency Phone: _____
 - e. Fax: _____
 - f. Email: _____
 - g. Print Name: _____
 - h. Title: _____
 - i. Signature: _____
 - j. Date: _____

Submit completed form, insurance, and payment to Darren Garcia at MID office.

MADERA IRRIGATION DISTRICT APPROVAL

MID Permit Number: 2017 – _____ MID Job Number (if applicable): _____

MID Approval:

Print Name: _____

Title: _____

Signature: _____

Date: _____

MID Instructions:

1. Permit number shall be sequential restarting each calendar year according to Encroachment Permit log. Include permit number on pages 1 and 4.
2. Scan copy of executed permit, insurance, and receipt to Encroachment Permit folder.
3. Email all documents to applicant with cc: to ssmith@madera-id.org.