

MONTEREY COUNTY WATER RESOURCES AGENCY RIGHT-OF-ENTRY AUTHORIZATION

PURPOSE OF THE APPLICATION

A Right-of-Entry authorization is needed when you seek use of or access through Monterey County Water Resources Agency's (MCWRA) property. Please submit this application and allow approximately two weeks for processing*. Be sure to answer all questions and complete all required fields before submitting. An incomplete application will delay issuance of the authorization. You will receive a written notification when your request is approved or denied.

You are required to submit the following documents, prior to the issuance of the Right of Entry authorization.

*Professional Land Surveyors need not complete this application form. All PLS requests should be received on letterhead and include license number, and requested location and dates for access.

Certificate of Insurance & Indemnification Agreement

A Right of Entry authorization will not be issued unless you provide proof of the required insurance:

- A Certificate of Commercial General Liability Insurance and Automobile Insurance
- A Certificate of Workers Compensation Insurance

You will also be required to sign an indemnification agreement with the MCWRA, an example of which is attached to this application.

Work Plan

When applicable, please submit a work plan, which includes:

- A description of the proposed work;
- Site map;
- Staging plan; and
- Specifications for all equipment to be used.

Regulatory Permits and Approvals

Should your project require additional permits or approvals from the department of Public Works, Road, Building and Safety, or any other regulatory agencies, you will need to provide a copy of such permits or approvals before the issuance of the Right of Entry authorization.

Other Requirements

- Normal work hours are 8:00 a.m. to 5:00 p.m., Monday through Fridays, no weekends or holidays. If there are issues, please contact the MCWRA at (831) 755-4860.

I have read and agree to all of the terms above.

To complete the Right-of-Entry Authorization application, please complete and sign this form. Return the signed form and attached application by email or mail to:

Janelle Ramirez, Office Assistant III
ramirezj19@countyofmonterey.gov
Monterey County Water Resources Agency
1441 Schilling Pl., N. Bldg.
Salinas, CA 93901



RIGHT-OF-ENTRY AUTHORIZATION APPLICATION

Applicant Info

Name	
Office Phone	
Street Address	
City	
State & Zip	
Title and Contact Person	
Cell Phone	
Email Address	
Re-Type Email	

Permit Scope and Purpose

Work Description	
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Requested Dates and Locations

Start Date	
End Date	
Work Start Time	
Work End Time	



RIGHT-OF-ENTRY AUTHORIZATION APPLICATION

Location Description	
Description of proposed staging areas	
Number of Parking Spaces Needed	

Authorization Details

Equipment to be used: (circle) Truck, Back Hoe, Dumpster, Trailer, Monitoring Device

Additional Equipment	
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Haul Route required, yes or no (circle)

Haul Route Description	
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Toxic Chemicals used

What Chemicals?	
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Print Name _____

Signature _____ Date _____

*** FOR STAFF USE ONLY:

Approved or Denied (circle one). Staff name: _____ Date: _____

**MONTEREY COUNTY WATER RESOURCES AGENCY
INDEMNIFICATION AGREEMENT**

This Agreement is made by and between the **Monterey County Water Resources Agency** (“Agency”) and **[insert vendor/contractor]**, (“Contractor”).

This Agreement covers temporary usage of Agency’s property located at **[insert property address/description]** (“Property”) and as further defined on **Exhibit “A”** which is attached and incorporated herein.

Term of Occupation: [insert term of occupation]

Hours of Occupation: Monday through Friday 8:00 am to 5:00 pm

Agency’s Contact: [insert agency contact information]

Contractor’s Contact: [insert vendor/contractors contact information]

Fee for Usage: \$0.00

PURPOSE OF OCCUPATION:

[insert purpose of occupation].

INDEMNITY:

In consideration and the furtherance of the specified purpose, the Contractor agrees to indemnify, defend, and save harmless the Agency’s officers, agents, and employees from and against any and all claims and losses whatsoever arising out of or in any way related to the Contractor’s performance under this Agreement, including but not limited to claims for property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and any legal expenses (such as attorney fees, court costs, investigation costs, and expert fees) incurred by the Agency in connection with such claims. “Contractor’s performance” includes the Contractor’s action or inaction in conjunction with its use of Agency property, and the action or inaction of its officers, employees, contractors and agents. The obligation to indemnify shall be effective if the Agency and its agents or servants are guilty of comparative passive negligence. However, this indemnification will not extend to any claim or losses arising out of the sole negligence or willful misconduct of the Agency or of the Agency’s officers, agents, or employees.

Contractor shall be a licensed, bonded and a properly insured (or permissibly self-insured) contractor, and be responsible for restoring the Property to a condition acceptable to the Agency upon completion of its purpose for using the Property (refer to Insurance requirements noted below).

OTHER CONSIDERATIONS:

As per state law, Contractor shall contact the dig alert services prior to doing any excavation groundwork. The alert service is a free service that will mark utility owned lines, i.e. Cal water, PG&E, and other underground utilities that may be on site such as electrical, irrigation, drainage and/or septic systems. The website is: www://usanorth811.org. Contractor shall also coordinate any and all work with other entities that may have utilities or amenities as well as contacting

Agency staff in an effort to further determine existing site conditions prior to any work performed.

Prior to performing any work on site, Contractor shall notify the Agency well in advance to determine if there are any events or activities scheduled. Contractor shall also obtain the appropriate passes to gain entry into the location, unless other arrangements have been made and approved by the General Manager, or his/her designee.

INSURANCE:

Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency, unless otherwise directed. The Contractor shall not undertake any activity under this Agreement, nor shall User receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Qualifying Insurers:

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Agency.

Insurance Coverage Requirements: without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$10,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance, if Contractor employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$5,000,000 per claim and \$20,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Contractor shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same

liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor completes all the work or performs all the services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work or services under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Agency and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

Prior to the execution of this Agreement by the Agency, Contractor shall file certificates of insurance with the Agency's contract administrator showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

Without relieving User of the foregoing insurance and indemnity obligations, Agency reserves the right to require User's contractor to execute a license agreement directly with Agency within twenty (20) days of Agency and User executing this Agreement. Said license agreement to include but not limited to a reasonable license fee, insurance and indemnification provisions, and restoration performance bonding. User will expressly require its contractors and sub-contractors to

comply with the minimum insurance and indemnity provisions and contractually “flow down” requirements, as set forth above.

The person executing this Agreement on behalf of the Contractor hereby covenants and warrants that he/she is duly authorized to execute this Agreement.

Monterey County Water Resources Agency

Contractor: ([insert vendor/contract])

By: _____

By: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

Exhibit A