

ENCROACHMENT AGREEMENT

(CONTRACTOR'S RIGHT OF ENTRY AGREEMENT)

This agreement is made and entered into as of _____, _____,
by and between UNION SANITARY DISTRICT (hereinafter the "Owner")
and _____ (hereinafter the "Permitee").

It is mutually agreed by and between the parties hereto as follows:

In consideration of the insurance and indemnity provisions stated herein, kept, observed and performed, the Owner hereby grants permission to the Permitee the right to discharge to USD Manhole No(s). _____.

The work shall commence within thirty (30) days of the date hereof and continue until it is completed. Under no circumstances shall Permitee utilize this permit by persons unfamiliar with or untrained in the requirements of safely working in trenches and safely entering a Confined Space, which is physically a part of the active main sewer line.

The grant of right herein made to the Permitee is subject to each and all the terms, provisions, conditions, limitations and covenants set forth in Exhibit "A", hereto attached.

If Permitee is to do any of the work performed on the pipeline through the utilization of a subcontractor, then the Permitee shall require its subcontractor to execute a separate Contractor's Right of Entry Agreement with the Owner. Under no circumstances will the Permitee's subcontractor or other designee be allowed onto Owner's premises without first executing a separate Contractor's Right of Entry Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first herein written.
UNION SANITARY DISTRICT

By: _____

By: _____

Name: Sami Ghossain P.E.
Title: TS Manager

Name: _____
Title: _____

EXHIBIT "A"

1. Acknowledgement of Dangerous Conditions:

Permit-Holder has requested of Union Sanitary District a permit for encroachment to discharge treated ground water to a USD manhole located in the City of _____. Permit-Holder acknowledges that it is fully aware of the hazards of entering a Confined Space without first undertaking the precautions necessary to ensure that there is an adequate supply of oxygen and a lack of toxic, hazardous, or explosive atmosphere within the Confined Space. Permit-Holder will follow all necessary procedures to make a Confined Space entry in order to effectuate the opening of a USD manhole.

2. Indemnity:

The Permit-Holder has the entire responsibility for any and all death or injury to Permit-Holder, its employees, or its subcontractor's employees, as well as the public, for all loss or damage arising from any hazards, obstructions, or difficulties, either natural or artificial, which may be encountered in the work under this Permit, for damaged property resulting from performance of work under this Permit, for damage from any action of the elements prior to final acceptance of the sewer repair, for damage from any act or omission unauthorized by the Permit on the part of Permit-Holder, its subcontractors, suppliers, or agents. Permit-Holder expressly agrees to indemnify, defend, hold harmless the Owner, its directors, officers, employees and consultants free and harmless against any and all loss, liability, expense, claims, costs, suits, damages, judgments, including attorneys' fees, arising out of Permit-Holder's operations or performance of work under this Permit including but not limited to the abovementioned responsibilities.

3. Safety:

The Permit-Holder shall be solely and completely responsible for conditions of the job site, including the safety of all persons (including employees) and property during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to Cal-OSHA and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Job site safety shall include working in trenches, confined space entry, traffic control, protection of public, above ground and below ground utility hazards and all incidental hazards. Where any of these are in conflict, the more stringent requirement will be followed. The Permit-Holder's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein. The Permit-Holder shall notify in writing the Owner of the name of the employee who is qualified and authorized to supervise and enforce the Permit-Holder's compliance with the safety program.

4. Workers Compensation Insurance:

Permit-Holder shall possess and maintain during the life of this Permit, worker's compensation and employment liability insurance for all of its employees on the project.

5. General Liability Insurance:

Permit-Holder shall possess and maintain during the life of this Permit, general liability policies that contain, or be endorsed to contain, the following provisions:

Union Sanitary District, its officers, officials, employees, consultants, and volunteers are to be covered as insured with respect to liability arising out of work or operations performed by or on behalf of Permit-Holder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

For any claims related to this project, the Permit-Holder's insurance coverage shall be primary insurance as respects Union Sanitary District, its officers, officials, employees, consultants, and volunteers. Any insurance or self-insurance maintained by Union Sanitary District, its officers, officials, employees, consultants, or volunteers shall be excess to the Contractor's insurance and shall not be contributed with it. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner.

6. Minimum Limits of Insurance:

Permit-Holder shall maintain limits not less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance, or other form of general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

7. Verification of Coverage:

Within three (3) working days of execution of this Agreement, the Permit-Holder shall furnish the Owner with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates or endorsements are to be received and approved by Owner before work commences. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII. Subcontractors shall be insured under Permit-Holder's policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

8. Notification:

Union Sanitary District shall be notified a minimum of one (1) working day prior to the start of work and prior to the manhole entry, of the entry time, location, and work to be performed.

Permit-Holder

Address for Notices:

Attn: _____

UNION SANITARY DISTRICT,
Owner

Address for Notices:

5072 Benson Road
Union City, CA 94587

Attn: Groundwater Program Inspector