

OHL - Question No. 6 - General question, Category 3

Please Provide any conditions or restrictions required by the Imperial Irrigation District and/or Bureau of Land Management. Alternatively, please provide any Imperial Irrigation District and/or Bureau of Land Management permits or agreements

Response: ICTC referred this question to the Imperial Irrigation District and received the following response.

Attached please find a copy of IID's Encroachment permit Application (with general provisions) and as an example of conditions, a copy of the list of conditions provided for the drilling of the exploratory wells related to bridge widening project. Some of the conditions provided for that permit may be applicable to the actual bridge widening work, however, without having the proposed bridge widening plans for review, it is difficult to provide project's specific conditions at this time. United States Bureau of Reclamation (USBR) might have similar conditions for their permit, but they will have to review the project plans for a definitive list of permit conditions.

In addition to the sample conditions provided in the attached document, here are some typical conditions provided for your information:

- 1. Environmental Permitting- Copies of all applicable environmental documents will need to be submitted to IID. Any impacts to IID facilities requiring environmental mitigation are the responsibility of the project developer and not the IID.*
- 2. it's the applicant responsibility to monitor and ensure that all burrowing owls impacts are mitigated in the project's construction zone including any construction done on IID facilities as a result of this project.*
- 3. IID Energy Facilities- The proposed project may impact IID Energy Facilities. Please contact IID Energy customer service at 760- 482-3300 to address any impacts to IID energy facilities.*
- 4. Applicant will need to provide the IID a Plan describing how debris from construction will be contained, so it would not fall into the All-American Canal.*
- 5. There is a \$250 non-refundable application fee for the encroachment permit and other additional fees will be required. The additional fees will be to account for engineering review of the proposed bridge widening plans, inspection and for processing as-built/record drawings, which are activities performed by IID.*
- 6. Once improvement plans for the bridge widening work are submitted for review to IID, specific comments and conditions will be provided.*

ENCROACHMENT PERMIT APPLICATION**APPLICANT INFORMATION – Please Print Clearly**

1 Applicant Name or Agency (City/County/Governmental (if applicable) <input type="checkbox"/> Exempt		E-Mail
Address	Phone No	Fax No
2 Owner or Operator Name (If Different From Applicant)		E-Mail
Address	Phone No	Fax No

TYPE OF ENCROACHMENT

3. Type of Encroachment (Check all that apply)

- Parallel Waste Discharge Private Crossing /Crossing NPDES Permit # _____ Other (specify) _____
 Drainage Outlet Tie Line Outlet Tailwater Discharge Temporary/Term #days _____
 Power Facility Farm Entrance Water Supply Compliance/Violation _____
 Service Pipe: Pipe Size: Use: Ag Residential Commercial Industrial City Water Available

4 Encroachment Affecting Other Agency? Caltrans Railroad County Municipal Other _____**PROJECT INFORMATION**

5 Project Description (Describe work or activity within Right of Way – Use backside of sheet if more room is needed)

6 Estimated Construction Start Date		Completion Date
7 Address:		City:
8 Assessor Parcel Number(s):		
9 Legal Description (may be attached):		
Section:	Tract:	Township:
		Range:
Subdivision Name		Block:
		Lot:
1) Canal:	Delivery Gate:	Drain:
IID Drawing No.:	IID Drawing No.:	IID Drawing No.:
11 Distance to Closest Canal delivery gate (feet):		12 Distance to Closest County Road/City Street (feet):

FEE SCHEDULE: Non-refundable \$250 Application Fee (Exempt agencies excluded)

Estimated Fees. Includes review, inspection and as-built/record drawing fees. Review, inspection and as-built fees will be determined after review of the application. *Additional fees may be due after resolution of costs.*

Penalty Fees: A fee will be assessed when encroaching facilities are installed without prior permit authorization. The fee shall be double the total normal fees noted above and would increase by a factor of 1 for each offense thereafter. Fee exempt agencies and facilities may be subject to this fee. If the fee is applied to such an agency or facility, the fee would be applied at the same rate as if the fee exemption were not in place.

PROJECT SUBMITTALS **Eight (8) drawing sets** (each set must include plan and profile views) Note: Plan sheets that pertain to District facilities

- All drawings must include: a) Project location b) Elevation with benchmark used and tied to the District's datum c) Distance from District facilities both vertically and horizontally.
- Large project submittals:** In addition to the above, all plan pages containing information regarding encroachment(s) shall be tabbed. Encroachments shall be clearly highlighted in fluorescent marker for further clarification. District standard facility drawings must be submitted when applicable including Utility Crossing (L-3086), Tail water or Storm water Discharge into Drains (12F-6855), and Service Pipe (20F-1394), and must meet the minimum requirements specified in those drawing details. The appropriate data must be filled in where indicated on the standard drawing detail. Provide copies of the following: a) Right of way documents (either existing or required for the country roads b) County road access permits c) California Regional Water Quality Control Board (CRWQCB) permits for point source discharge into IID's system d) California Environmental Quality Act (CEQA) documents e) National Environmental Protection Act (NEPA) documents and f) other relevant documents as necessary.
- Provide copies of construction survey field notes relevant to encroachment, including a) benchmark and stationing used and tied to the District's datum b) as-built plans. Please note that after construction of any encroachment, the applicant is required to submit as-built plans.

The undersigned applicant and owner/operator hereby applies for permission to encroach on Imperial Irrigation District (District) right of way or District owned property in the County of Imperial or County of Riverside and agrees to do the work in accordance with District permitting requirements, Rules and Regulations. The undersigned owner/operator acknowledges that the issuance of the permit will not occur until all conditions and requirements have been met. If approved, the applicant will comply with the "General Provisions" attached hereto and "Special Provisions" to be determined from the processing of the permit application.

13. Applicant Signature:	14. Print or Type Name:	15. Title:	16. Dated:
17. Owner or Operator Signature:	18. Print or Type Name:	19. Title:	20. Dated:

GENERAL PROVISIONS

1. **ACCEPTANCE OF PROVISIONS.** Permittee's engagement in any activity under this permit shall constitute an acceptance of these provisions.
2. **DISTRICT TITLE.** This permit only relates to encroachment on the District's right of way. The District has title to the right of way based upon recorded right of way deeds and/or implied dedication. This permit does not address encroachment on the real property or right to real property belonging to any other entity. The District makes no warranty concerning this encroachment and the real property, or the right to real property belonging to any other entity. Permittee places this encroachment at its own risk.
3. **KEEP PERMIT ON THE WORK.** This permit shall be kept at the site of the work and must be shown to any representative of the District.
4. **ADDITIONAL AUTHORIZATION.** Permittee shall secure written authorization, order or consent, prior to the performance of any work hereunder, from any private or public entity, or other lawful authority which may pertain to the use of the right of way or real property and the type of activity for which this permit is granted. This permit shall be suspended in operation unless and until such authorization, order or consent is obtained.
5. **MAINTENANCE.** Permittee shall exercise reasonable care to maintain properly any encroachment placed by it in the right of way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way as a result of activities performed under this permit, including any and all damage to the right of way which would not have occurred had such work not been done or such encroachment not placed therein. The District shall not be held responsible for any damage to any improvements or facilities installed by Permittee under this permit, whether said damage is caused by the District or its agent or otherwise.
6. **CLEAN UP RIGHT OF WAY.** Upon completion of any activity under this permit, the right of way shall be placed in the same condition or better than it was immediately prior to the work. For example, all brush, timber, scraps, trash and material shall be entirely removed and the right of way let in as presentable condition as before work started.
7. **CONSTRUCTION.** All construction activity pursuant to this permit shall conform to recognized construction. All of the work shall be done subject to the supervision of, and to the satisfaction of, the District.
8. **FUTURE MOVEMENT OF WORK OR INSTALLATION.** Whenever the District desires to construct, reconstruct or do maintenance work on District facilities on the right of way, or to use the right of way for any purpose, the Permittee shall, upon request of the District, immediately move, remove, relocate or otherwise change, any improvements, work or installation on the right of way, all at the sole expense of the Permittee.
9. **INDEMNITY.** The Permittee shall, to the fullest extent permitted by law, indemnify and save the District free and harmless of and from all claims, demands, losses, and liability, including cost and legal fees, arising directly or indirectly out of obligations undertaken in connection with this permit, excepting only claims arising from the sole negligence or misconduct of the District.
10. **INSURANCE.** At any time, at the judgment of the District, Permittee may be required to obtain commercial general liability insurance, naming Permittee as insured and the District as additional insured, with total limits of any amount up to \$1,000,000 per occurrence and \$2,000,000 general aggregate. Permittee's failure to obtain such insurance when required shall be a material breach of this permit.
11. **BOND.** At any time, at the judgment of the District, Permittee may be required to obtain a bond, in an amount equal to the value of work or improvements constructed or activities performed by Permittee. Permittee's failure to provide a bond when requested shall be a material breach of this permit.
12. **NO HAZARDOUS MATERIALS/WASTE OR SPILLS.** Storage and/or disposal of any hazardous material(s) or hazardous waste(s) on to this right of way are expressly forbidden. Any spills of a hazardous material or hazardous waste used or produced during the permitted activity is to be cleaned up immediately by the Permittee, at their expense. The District's Hazardous Materials Unit is also to be notified in the event of a hazardous release by contacting either the District's Power Dispatch: (760) 339-0510 or Water Dispatch: (760) 339-9381. The District has the absolute right to immediately suspend an operation that does not adhere to these requirements, or is found in violation of any Local, State, or Federal Environmental Regulations, until the problem is adequately or completely resolved.

13. **CONDITIONS FOR SERVICE PIPE INSTALLATION.** Prior to installation of service pipes the following conditions are required: 1) The District's Utility Work Coordinator shall be notified 48-hours prior to start of work at (760) 339-9169, 2) DHS Approved Provider alternative water delivery service for all business or residential structures receiving only canal water, 3) installation of a District approved locking device/shut-off valve (to facilitate disconnection should the water user fail to comply with District regulations and/or SDWA requirements) within District or Imperial County right-of-way, 4) The District recommends that each structure or property install its own service pipe or design the layout in a manner that would allow District to shut off service to a single structure, property, and/or water user within District or Imperial County right of way. Based on current District procedures, all water users sharing service pipes are at risk of being disconnected should any single water user on a common pipe fail to comply with SDWA requirements.
14. **AS-BUILT DRAWINGS.** The Engineering Services of the Water Department requires that the Encroachment Permit Applicant submits the As-Built Drawings to update District Drawings. Applicant is given 30 days from the completion of the construction to submit this requirement. If after 30 days these As-Built Drawings have not been submitted, the Engineering Services will perform this task and charge the Applicant accordingly.
15. **NOTIFICATION.** Permittee shall notify the District's Inspector at (760) 339-9888 at least 48 hours prior to start of work. In addition, Permittee shall not make or allow any excavation or fill to be made WITHOUT FIRST NOTIFYING IMPERIAL IRRIGATION DISTRICT by calling 1-800-422-4133 (Underground Alert), and OBTAINING PERMISSION.
16. **PRECEDENCE.** The terms of this encroachment permit take precedence over and supersede all other agreement between the IID and permittee concerning the obligations undertaken in connection with this permit.
17. **DRAINAGE OUTLETS.** All drainage outlets shall be installed in conformance with District Standard drawing 12F-6855 (Sheets 1-7). As noted within these drawings, all non-agricultural discharge facilities require a valve to prevent the backflow of water from IID's drainage system into the discharging system.
18. **ENVIRONMENTAL.** The Permittee shall comply with and abide by all federal, state and local environmental laws, rules, regulations and guidelines applicable to the site of the work or activities for which this permit is granted. Permittee's failure to fulfill this provision shall be a material breach of this permit. The District shall not be held responsible for any violation or non-compliance by Permittee of any and all applicable laws, rules, regulation and guidelines pertaining to environmental issues in the performance of the work or activities under this permit. These issues include but are not limited to: wildlife habitat; rare, threatened, endangered or species of special concern; sensitive vegetation, air and water quality, cultural resources, etc., their impacts, and mitigation thereof.

SAMPLE copy

**Imperial Irrigation District
Post Office Box 937
Imperial, California 92251
(760) 339-9239**

ENCROACHMENT PERMIT NO. 3950

Date: May 30, 2019

In compliance with request of Applicant CALIFORNIA DEPARTMENT OF TRANSPORTATION, DISTRICT 11, Owner(s) of Record or Future Owner(s) of Record, hereinafter referred to as "Permittee" dated April 3, 2019, and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form, PERMISSION IS HEREBY GRANTED by Imperial Irrigation District, hereinafter referred to as "IID" or "District," to Permittee as follows:

Enter upon the All American Canal right-of-way to investigate subsurface conditions by drilling exploratory borings and collect soil samples at various locations. Said work is located within Section 13, Township 17 South, Range 15 East, SBM.

PERMITTEE SHALL COMPLY WITH THE FOLLOWING CONDITIONS:

1. The proposed boreholes shall not be within 10 feet of the AAC edge. Extreme cautionary measures must be taken when drilling next to the canal. The AAC is the main canal of the IID system and is designed for flows up to 2,500 cfs in this reach of the canal. Permittee shall submit a safety plan detailing a specified plan of action for this work.
2. Permittee will be responsible for requesting Dig Alert surveys to flag possible underground utilities.
3. Permittee's drilling operation may block vehicle access along the AAC banks. The work area shall be property sectioned off with barricades or traffic cones. If equipment is stored along the banks during nighttime hours, the work area shall be well lit or sectioned off with adequate signage containing light reflective material or flashing lights.
4. IID operation and maintenance vehicles may travel on the banks of said canal in the work area. Permittee shall notify the superintendent of AAC Western Division, Robert Pacheco, at (760) 427-5911 a minimum of one week prior to commencing work on the banks.
5. The U.S. Border Patrol also use the banks of the AAC while patrolling the area. Permittee shall be responsible for notifying the USBP of possible blockage of vehicular access to said banks.

6. Pursuant to General Provision No. 15, Permittee or contractor shall notify the IID inspector at (760) 339-9888 or via email at wdmatejovsky@iid.com at least 48 hours prior to start of work, and shall call 811 (Dig Alert) to obtain permission prior to any excavation or fill. The 48-hour notice is required to give ample time to schedule an inspector. The contractor must also keep the IID inspector informed of schedule changes for construction activities that require inspection.
7. The AAC is under the jurisdiction of the federal government through the Bureau of Reclamation. Work within the right-of-way requires dual permits. Permittee shall contact the BOR and acquire the appropriate authorization. A copy of the document shall be submitted to IID.
8. This encroachment permit shall be kept at the site of the work and must be shown to any representative of the IID.
9. Permittee shall submit a non-refundable deposit of \$2,700 to Engineering Services Section, Water Department, 333 E. Barioni Blvd., Imperial, CA 92251, with a copy of this notification, to cover the costs of review, inspection, and update of IID record drawing. This deposit is required prior to the issuance of the permit.

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby. Performance of the work shall be deemed acceptable by the Permittee of all terms and conditions of this permit.

IMPERIAL IRRIGATION DISTRICT



Supervisor,
Real Estate Section

Approved by Water Department

By _____

OK for W.D. Signature
Manuel O.
6/03/19

