

ENCROACHMENT PERMIT No. _____

Applicants Please Complete Items 1-7, Read and Initial at the Bottom of Page 2

1. **Location of work:** _____ **City:** _____

Tract: _____ **Lot:** _____ **Est. Start Date:** _____ **Est. Completion Date:** _____

2. **Property Owner:** _____ **Address:** _____ **City:** _____

3. **Applicant:** _____ **Address:** _____ **City:** _____

Contact: _____ **Phone:** _____ **Email:** _____

4. **Required Documents**

- 1 Set of Plans & Paving Schedule
- Copy of Liability Insurance Certificate
- \$320 Fee - Check or Cash only

5. **This work effects: (Choose All Applicable)**

- Domestic Water Non-Domestic
- Sewer SMWD Easement _____

6. **Description Of Work:** _____

Permittee shall contact **SMWD Inspection @ 949/459-6505 and DigAlert @ 811 at least 2 days** prior to commencing any work. Failure to obtain proper inspection may cause permit rejection. This permit and approved plans must be on the job and available to District representatives at all times. In consideration of granting this permit the applicant acknowledges that he has read and agrees to all the terms and conditions attached to this form.

7. _____ **Date:** _____

Applicant's Signature

SMWD Use: Permit Fee \$ _____ **Issue Date:** _____ **Expires:** _____ **CE Approval:** _____

8. Special Conditions of Approval:

Inspection Assigned to	
Date	Remarks

Certificate of Inspection:
 I hereby certify that the work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner.
 By: _____ Date: _____

Encroachment Permit Terms and Conditions

1. By acceptance of this permit, permittee acknowledges and assumes all responsibility for compliance with requirements of other regulatory governing agencies including but not limited to zoning regulations, applicable ordinances and laws, etc. of the County of Orange, the State of California, or others having regulatory control over the use granted herein.
2. Should any damage or injury to District facilities occur, either through the acts of agents, servants or employees of Permittee or by any independent contractor of Permittee in the exercise of the rights herein granted, Permittee shall immediately, upon the written demand of District, restore such works to the condition of same on the date of the occurrence of said damage or injury at Permittee's cost or expense. Any questions as to whether or not any such damage or injury has been caused to District Facilities shall be determined by the Chief Engineer of the District and the determination shall be final.
3. District reserves the right unto itself to perform any work upon any portion or all of the area covered by this permit, or to do any other work necessary at any time. Such work may be performed without incurring any liability of any nature whatsoever to the Permittee. It is further understood and agreed that District reserves unto itself the right of ingress over any or all portions of the subject area.
4. Permittee further agrees that all operations within District Property and/or easements shall be subject to inspection and/or review at any time by District personnel and/or any other authorized persons under District control. All work is to be done to the satisfaction of the District Inspector.
5. This permit may be immediately revoked for reasons in the best interest of the District including violation of permit provisions or other applicable rules and regulations or for the creation of a nuisance upon notice given by the Chief Engineer of the District or authorized representative. In the event of such revocation, Permittee shall immediately cease all operations and restore District Property and/or easements as directed by assigned inspector.
6. Permittee agrees to perform all work in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Special Provisions and Standard Drawings of the District; special provisions; and all applicable laws and ordinances.
7. Permittee agrees that the work site shall be kept clean and free of rubbish, debris and dust throughout all phases of construction.
8. District will provide inspection during normal working hours only (7:00 a.m. - 3:30 p.m., Monday – Friday).
9. Trenches exceeding five (5) feet in depth require a permit from the Divisions of Industrial Safety, State of California.
10. Permittee shall pay for all Structural Engineer compaction and materials tests deemed necessary by the District.
11. Access to fire hydrants shall be maintained at all times.
12. Permittee agrees to save District, including its officers, agents or employees, harmless from any and all penalties, liabilities or loss resulting from claims or court actions, arising directly or indirectly out of any damage or injury to person or property by reason of the acts or omissions of Permittee, its agents, employees or independent contractors, in exercising any of the privileges herein granted or in consequence thereof.
13. Permittee shall contact the District's inspector for final inspection prior to the finalization of the permit and /or release for occupancy.

Applicant Initials: _____