



## COACHELLA VALLEY WATER DISTRICT

### INSTRUCTIONS TO APPLICANT TRIATHLON TEMPORARY ENCROACHMENT PERMIT

1. Applicant shall submit a completed Triathlon Temporary Encroachment Permit application and obtain an executed Triathlon Temporary Encroachment Permit (“Permit”) prior to commencing event activities.
2. Applicant shall submit a detailed course map depicting the event routes, cross streets of the event activities, a brief description of the approximate number of participants in the Lake, the required dates; for set up, practice swim, event swim, break-down, and details of equipment to be used in the Lake. **\*\*Note ONLY CVWD PRE-APPROVED AND TAGGED EQUIPMENT MAY BE USED.**
3. Applicant shall have their insurance carrier provide an Acord certificate including required endorsements as stated in attached Schedule I Coachella Valley Water District Insurance Requirements.
4. Applicant shall pay a \$346 non-refundable permit processing fee at the time of submitting the application. Fees are subject to change. (*Applicant will be given instructions to pay via credit card*).
5. Applicant shall review and adhere to the attached “Wetsuit Inspection Protocol” and approved Wetsuit Decontamination Pool Locations – Attachment “A” and “Don’t Move a Mussel!” brochure - Attachment “B”.
6. Applicant shall name Coachella Valley Water District (CVWD) and the United States Bureau of Reclamation in the Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement form (Waiver) to be signed by all participants. Applicant shall provide CVWD a copy of the Waiver to include with the Permit.
7. Applicant shall provide a copy of the press release as required in Attachment “A”, subject to CVWD’s review and approval.
8. Applicant shall complete Riverside County’s Special Event application.
9. Processing can take up to thirty (30) days from the receipt of all required documents (application, exhibit, insurance forms and endorsements, and all applicable fees and/or deposits).

**CVWD WILL NOT PROCESS THE PERMIT UNLESS  
THE PACKAGE SUBMITTED IS COMPLETE**

**APPLICATION FOR TRIATHLON TEMPORARY ENCROACHMENT PERMIT**

(Use separate application for each project)

Permission is requested to encroach on CVWD/USBR right-of-way as indicated below. Complete all items; insert N/A if not applicable. Application may be returned if all required attachments are not included.

Location: City \_\_\_\_\_ County \_\_\_\_\_ Date \_\_\_\_\_

CVWD/USBR Facility \_\_\_\_\_ APN(s) \_\_\_\_\_

Nearest Cross Streets \_\_\_\_\_

(NE) (NW) (SW) (SE) Quarter(s) of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East  
(Check all that apply)

FULLY DESCRIBE WORK WITHIN CVWD/USBR RIGHT-OF-WAY. Attach exhibit, route maps, participant waiver, press release, event set up, practice and clean up dates, if applicable.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Dates: Start \_\_\_\_\_ Complete \_\_\_\_\_

**Application shall be submitted a minimum of 30 days before work is scheduled to start.**

PERMIT FEE: There shall be a \$346.00 non-refundable processing fee paid at the time this application is submitted  
*(Applicant will be given instructions to pay via credit card).*

PERFORMANCE WARRANTY: Bond may be required of the Permittee whenever in the judgment of CVWD it becomes necessary or advisable to guarantee performance.

INSURANCE REQUIREMENTS: Must be met at the time this application is submitted.

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH CVWD ENCROACHMENT PERMIT AND SUBJECT TO INSPECTION AND APPROVAL.

Applicant / Company Name \_\_\_\_\_

Authorized Name and Title (print) \_\_\_\_\_

( ) \_\_\_\_\_  
Phone Number

Authorized Signature \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email Address \_\_\_\_\_

City, State, and Zip Code \_\_\_\_\_

If you have any questions in regard to the preparation of this application or if you need any information, please contact the Right-of-Way Division at (760) 398-2651.

**COACHELLA VALLEY WATER DISTRICT**  
**INSURANCE REQUIREMENTS**

**MINIMUM SCOPE AND LIMIT OF COVERAGE.** Prior to and at all times after executing the Permit, Permittee shall procure and maintain, at its sole cost, for the duration of Permittee's obligations hereunder, not less than the following coverage and limits of insurance, with insurers and under policy forms satisfactory to CVWD.

(a) **Commercial General Liability Insurance** written on an occurrence basis of at least \$10,000,000 per occurrence aggregate including ongoing operations, products and completed operations, property damage, bodily injury, personal and advertising injury, and premises/operations liability.

(i) Coverage for Commercial General Liability insurance shall be at least as broad as Insurance Services Office Commercial General Liability coverage form (Occurrence Form CG 00 01) or exact equivalent.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products and completed operations liability; or (4) contain any other exclusion contrary to the Permit.

(iii) The policy shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, agents, and volunteers as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(b) **Commercial Automobile Liability Insurance** written on a per occurrence basis of at least \$1,000,000 per occurrence for bodily injury and property damage.

(i) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto)

(ii) The policy shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, agents, and volunteers as additional insureds.

(c) **Workers' Compensation Insurance/Employers Liability** as required by the State of California with statutory limits or be legally self-insured pursuant to Labor Code section 3700 *et seq.* along with Employer's Liability limits of no less than \$1,000,000 per occurrence for bodily injury or disease. The workers compensation insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against Coachella Valley Water District, its employees, directors, officers, and agents.

**OTHER INSURANCE PROVISIONS.** All of Permittee's policies shall meet the following requirements and contain all specified provisions/endorsements noted hereunder.

(a) Insurers shall provide CVWD at least thirty (30) days prior written notice of cancellation of any policy required by this Permit, except that insurers shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. In the event any insurer issuing coverage hereunder does not agree to provide notice of cancellation to CVWD, Permittee shall assume such obligation and provide written notice of cancellation in accordance with the above. If any of the required coverage is cancelled or expires during the term of this Permit, Permittee shall deliver renewal certificate(s) including endorsements to CVWD at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Permittee's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by CVWD or any additional insureds shall not be called upon to contribute to any loss.

(c) **Umbrella or Excess Insurance.** An Umbrella or Excess liability policy may be provided to insure the total limits required for Commercial General Liability and Automobile Liability and shall also apply on a primary and noncontributory basis for the benefit of CVWD, before CVWD's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

(d) All required insurance coverages shall contain a provision, or be endorsed, to waive subrogation in favor of the Coachella Valley Water District, its employees, directors, officers, and agents or shall specifically allow Permittee to waive its right of recovery prior to a loss. Permittee hereby waives its own right of recovery against Coachella Valley Water District, its employees, directors, officers, and agents.

(e) If at any time during the life of the Permit, any policy of insurance required under this Permit does not comply with these specifications or is canceled and not replaced, CVWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CVWD will be promptly reimbursed by Permittee. In the alternative, CVWD may cancel this Permit.

(f) CVWD may require Permittee to provide complete copies of all insurance policies and endorsements in effect for the duration of the Permit.

(g) The general liability and automobile liability programs may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by CVWD, and provided that such deductibles shall not apply to CVWD as an additional insured.

(h) Claims made policies are not acceptable

(i) Permittee shall not allow any of its contractors, consultants, subcontractors or subconsultants to commence work under this Permit until Permittee has required and verified that contractors, subcontractors, consultants, or subconsultants have secured all insurance required under this Section, including waivers of subrogation and other endorsements. Policies of commercial general liability insurance provided by such contractors, consultants, subcontractors or subconsultants shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds using ISO form CG 20 38 04 13 and CG 20 10 11 85, or an endorsement providing the exact same coverage. If requested by Permittee, CVWD may approve different scopes or minimum limits of insurance for particular contractors, consultants, subcontractors or subconsultants.

**VERIFICATION OF COVERAGE.** Prior to execution of the Permit, Permittee shall file with CVWD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. All policies required shall be issued by acceptable insurance companies, as determined by CVWD. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

**LIABILITY NOT LIMITED.** Defense costs shall be payable in addition to the limits set forth herein. Requirements of specific coverage or limits contained herein are not intended as a limitation on coverage,

limits, or other requirement, or a waiver of any coverage normally provided by any insurance. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Permittee from liability in excess of such coverage, nor shall it limit Permittee's indemnification obligations to CVWD and shall not preclude CVWD from taking such other actions available to CVWD under other provisions of the Permit or law.

**AVAILABLE LIMITS.** Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

**RESERVATION OF RIGHTS.** CVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**COACHELLA VALLEY WATER DISTRICT**  
**INSURANCE SUBMISSION\***

It is IMPORTANT to know that CVWD requires that ENDORSEMENT FORMS be attached behind the Certificate of Insurance. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement forms.

**INSURANCE BROKERS should contact their insurance company UNDERWRITERS if they have questions.** Every underwriter, regardless of the insurance company, has great knowledge of what endorsement forms are and can provide the forms to the broker. The endorsement forms are necessary and required.

Please use the **CHECKLIST** below to verify that you have obtained and attached each of the proper items. Please submit the insurance as one (1) packet.

- General Liability** Insurance Certificate in the amount of \$10,000,000
  - Additional Insured Endorsement Form**
  - Waiver of Subrogation Endorsement Form**
  
- Automobile Liability** Insurance Certificate in the amount of \$1,000,000
  - Additional Insured Endorsement Form**
  - Waiver of Subrogation Endorsement Form**
  
- Workers' Compensation** statutory limits, Employers liability \$1,000,000
  - Waiver of Subrogation Endorsement Form**

**Additional insured: Coachella Valley Water District, its employees, directors, officers, and agents.**

\*This document is a short synopsis of CVWD's insurance requirements and is not intended to limit CVWD's liability in any way.