



HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
902 North Doolittle Rd.
Edinburg, Texas 78542
Office (956) 292-7080
Fax (956) 292-7089

Raul E. Sesin, P.E., CFM
General Manager

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DRAINAGE DISTRICT USAGE PERMIT APPLICATION PACKET

Contact the Hidalgo County Drainage District No. 1 General Manager to discuss the scope of the project.

1. Please return the following for processing (in duplicate):
 - a. Permit application form.
 - b. Locator map.
 - c. Plans/profile of structural crossing.
 - d. Applicant's insurance certificate (in compliance with Schedule A).

2. Check payable to Hidalgo County Drainage District No. 1 for appropriate fees(s) as required.

Hidalgo County Drainage District No. 1 will attempt to process permit applications within a minimum of 30 days after receipt of the above required information.

All questions regarding this application should be addressed to the Hidalgo County Drainage District No. 1 General Manager.



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THE STATE OF TEXAS

COUNTY OF HIDALGO

APPLICATION AND AGREEMENT FOR DRAINAGE DISTRICT CROSSING PERMIT

Date: _____

_____ (hereinafter referred to as "Applicant") does hereby make application to the Hidalgo County Drainage District No. 1 (hereinafter referred to as "HCDD1") to place a storage unit for material and equipment over an HCDD Right of Way as described below.

Information required:

1. Name and Address of Applicant: _____

2. Name and Address of company/agency/entity owning the storage unit (please indicate if same as Applicant): _____

3. Estimated date of placement of storage unit: _____

4. Location of HCDD1 Right of Way requesting to be used: _____



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5. Hidalgo County Drainage District No. 1's easements, roads, ditches, streams, or other drainage ways, property or property interest to be used: _____

6. Does the Owner of the Project Applicant works for have the Power of Eminent Domain? _____



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If requested permit is granted by HCDD1, Applicant, in consideration thereof, agrees and binds itself as follows:

1. Location map, profile, and plans concerning the proposed usage of HCDD1's right of way.
2. HCDD1 will be notified in writing ten days prior to the beginning date of construction under this permit.
3. Applicant will not do, or cause to be done, anything to impede or obstruct HCDD1 equipment access the right of way for maintenance purposes.
4. Applicant will not do, or cause to be done, anything to impede or obstruct an adequate flow of water through or upon the property on/in which the storage structure is located; it is specifically understood and agreed that the adequacy of the flow of water referenced herein shall be within the sole discretion of the HCDD1.
5. Applicant will notify the HCDD1 at least 48 hours prior to completion of its work and removal of its storage unit from the job site to permit HCDD1 to make an inspection.
6. Upon notification by the HCDD1, the Applicant will promptly repair or rectify any deficiency or condition caused by the Applicant's operations or installations under this permit. Applicant will leave easement/right of way in as near the same condition or better, in the HCDD1's sole judgment, as it existed prior to the commencement of the operations under this permit.
7. **HCDD1 shall not be liable or responsible for, and shall be saved and held harmless by Applicant, and further shall be indemnified by Applicant, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in whole or in part from the negligence of the HCDD1. It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnify and protect HCDD1 from the consequences of HCDD1's own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage.**



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Applicant further agrees to defend, at its own expense, with attorneys acceptable to HCDD1 and on behalf of the HCDD1, and in the name of Hidalgo County Drainage District No. 1, any claim or litigation brought against the HCDD1 in connection with any such injury, death or damage.

Before work has begun, Applicant will furnish to the HCDD1 a certificate of insurance (or other security approved by the HCDD1) payable to Hidalgo County Drainage District No. 1 and protecting Hidalgo County Drainage District No. 1 (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.

8. HCDD1 makes no warranties, expressed or implied, in the granting of this permit; nor does HCDD1 purport to grant any property interest or exclusive privileges whatsoever by granting such permit. It is specifically understood that HCDD1 is not the agent for, nor does it act for, the fee owners or any persons or entities having any right, or title to possession of the land upon which the HCDD1's easement or other property interest is located. Furthermore, in granting this permit the HCDD1 makes no representation or warranty that it has any property interest, including, but not limited to, an easement or right of way, in the land upon which Applicant places said storage unit, made the subject of this application, nor does HCDD1 make any representation or warranty as to the validity, quality or extent of such property interest, if any. Applicant acknowledges its understanding that HCDD1 in granting this permit, does not convey or grant to Applicant any rights, title or interest for which it has no legal authority to grant or convey.
9. Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies required by law before installation or construction is begun.
10. Applicant will install place the storage unit in a manner and location as shown in the plans and specifications filed with HCDD1 in support of this application for permit. HCDD1's engineer or other representative may at any time make such inspection as such engineer or other representative may deem necessary to assure that the placement is in accordance with the plans and specifications submitted, and said engineer or representative shall have the right to temporarily suspend Applicant's work, if necessary, while such inspection



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is being made. Should Applicant not place the storage unit in accordance with the terms and conditions of this permit, Applicant agrees that the HCDD1 shall have the right to require, at Applicant's expense, the removal of the same and its replacement in conformance to said plans and specifications and conditions of this permit. HCDD1 may revoke this permit and suspend all work hereunder if it is determined by HCDD1 that the storage unit is not placed in accordance with such plans and specifications and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against HCDD1.

11. Applicant will maintain the storage unit hereby authorized in good and safe condition, and in accordance with plans, specifications, and this permit.
12. Applicant agrees to pay HCDD1 \$500.00 application fee to cover administrative costs which is due upon submission of this application. Applicant shall also pay an inspection fee of \$500 for inspection of the site.
13. The Applicant is allowed one hundred eighty days (180) from the granting of the permit to start construction of the crossing structure. Once started, the Applicant is allowed ninety (90) days to complete all work under such permit. Upon application, an extension of the time may be granted by the HCDD1 Board of Directors. Such applications for extension must be received by HCDD1 at least thirty days before the expiration of initial one hundred eighty (180) days period. A new permit fee, in accordance with Paragraph 13 hereof, will be charged for each extension granted.
14. All provisions of the Drainage District Permit Administration Policy of HCDD1, if any, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.
15. The applicant warrants and represents that it has secured from all fee owners of the involved property an easement or other property rights to place the storage unit on the HCDD1 right of way in the manner set forth herein.
16. This Drainage District Permit if granted by HCDD1 is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.



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17. This permit constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit shall not be altered or amended except by an agreement in writing executed by the parties hereto.
18. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Drainage District Crossing Permit.

DATED this _____ day of _____, 20____.

Name of Applicant – Printed or Typed

By: _____
Signature

Title: _____

STATE OF TEXAS

COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant, _____, on this _____ day of _____, 20____, to which witness my hand and seal of office.

Notary Public for the State of Texas

My Commission Expires: _____



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APPROVAL OF APPLICATION BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Came on for consideration this _____ day of _____, 20___. The above and foregoing Application for Drainage Ditch Permit, and after consideration of the same by the Board of Directors of the Hidalgo County Drainage District No. 1, said Application and Agreement for Pipeline or Utility Permit is hereby APPROVED.

Hidalgo County Drainage District No. 1

Chairman, of the Board



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EXHIBIT A

Lighting shall be in accordance with AASHTO and ANSI/IESNA standard specifications.

All building code requirements shall be met, when applicable.

Schedule "A"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. **Automobile liability insurance policy** with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and \$500,000.00 per occurrence, consistent with potential exposure to Hidalgo County Drainage District No.1 under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to Hidalgo County Drainage District No.1 hereunder;
2. **Uninsured/Underinsured motorist coverage** in an amount equal to the bodily injury limits set forth immediately above;
3. **A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy** providing additional coverage to all underlying liabilities of Hidalgo County Drainage District No.1 consistent with potential exposure of Drainage District under the Texas Tort Claims Act;
4. **Workers compensation insurance** in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, ET. seq.

Certificates of insurance naming Hidalgo County Drainage District No. 1 as an additional insured shall be submitted to the Hidalgo County Drainage District No. 1 for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Drainage District No. 1 prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to Hidalgo County Drainage District No. 1. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.