



City of Wildomar Public Works Department

Development Services

23873 Clinton Keith Road, Suite 201

WILDOMAR, CA 92595

Phone: (951) 677-7751 • Fax: (951) 698-1463

PERMIT NUMBER

PERMIT ACTIVATION

Activated Date: _____

Activated By: _____

ENCROACHMENT PERMIT APPLICATION

PERMIT INFORMATION

Thomas Bros. Map No.: _____ Coordinate No.: _____ USA Ticket Number: _____

ADDRESS/CROSS STREETS/LOCATION

ASSESSOR'S PARCEL NUMBER(S)

ANTICIPATED START DATE

OF WORKING DAYS

Applicant's Project/W.O. # _____

PROJECT NAME/NUMBER

DESCRIPTION OF CONSTRUCTION:

APPLICANT/PERMITTEE INFORMATION

APPLICANT'S LEGAL NAME (COMPANY/ENTITY NAME)

CONTACT NAME

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMAIL ADDRESS

APPLICANT BILLING/WORK ORDER NUMBER

1. I have read, understand and agree to comply with the permit conditions attached hereto, which are part of this permit. I further agree to comply with the current City of Wildomar Road Improvement Standards and Specifications, City Ordinances, including without limitation Chapter 12.08 of the City Code, and any other requirements of the City of Wildomar and any other public agencies having jurisdiction.
2. I agree to notify the City Engineer in writing at least 48 hours in advance of the time when work will be started, and upon completion of the work, immediately notify the City Engineer in writing of such completion.
3. I accept full responsibility for complying with Federal, State and County environmental clearances and/or permits.

PERMITTEE SIGNATURE

DATE

BILLING INFORMATION (PAYEE)

BILLING CONTACT'S LEGAL NAME (COMPANY/ENTITY NAME)

CONTACT NAME

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMAIL ADDRESS

By signing below, I agree that costs incurred by the City of Wildomar Department of Public Works for processing and inspection will be billed to payee, per Chapter 12.08 of the City Code.

PAYEE SIGNATURE

DATE

NOTE: Permittee must call Engineering at (951) 677-7751 EXT 8210 OR EMAIL: PWINSPECT@CITYOFWILDOMAR.ORG For Pre-Construction Meeting or Permit Activation AT LEAST 48 HOURS IN ADVANCE .



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ENCROACHMENT PERMIT APPLICATION

CONTRACTOR INFORMATION

(INCLUDE ALL CONTRACTORS PERFORMING WORK UNDER THIS PERMIT)

CONTRACTOR NAME

CONTACT NAME

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMAIL ADDRESS

CONTRACTOR'S LICENSE NUMBER

CLASS

CITY OF WILDOMAR BUSINESS REGISTRATION NUMBER

PERMIT ACTIVITIES TO BE PERFORMED BY THIS CONTRACTOR: _____

CONTRACTOR NAME

CONTACT NAME

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMAIL ADDRESS

CONTRACTOR'S LICENSE NUMBER

CLASS

CITY OF WILDOMAR BUSINESS REGISTRATION NUMBER

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CONTRACTOR NAME

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CONTACT NAME

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CLASS

CITY OF WILDOMAR BUSINESS REGISTRATION NUMBER

PERMIT ACTIVITIES TO BE PERFORMED BY THIS CONTRACTOR: _____

City of Wildomar Public Works Department
ENCROACHMENT PERMIT GENERAL PROVISIONS/CONDITIONS

PERMIT. The permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 12.08 of the City of Wildomar Municipal Code.

ACCEPTANCE OF PROVISIONS. It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the general and specific conditions hereof.

WORK AND MATERIALS. All work and materials shall be in accordance with the current edition of the City of Wildomar Road Improvement Standards and Specifications. All work shall be in compliance with the Americans with Disabilities Act.

KEEP PERMIT ON WORK SITE. This permit shall be kept at the site of the work and must be shown to any representative of the City of Wildomar or any law enforcement officer upon demand. Fines for failing to provide a valid permit are defined in City Ordinance Chapter 12.08.

GENERAL DEPOSIT OR FEES. Applicant shall pay fees as specified in City Ordinance Chapter 12.08. The deposit may be released 180 days after acceptance of the work.

GUARANTEE. Should any failure of the work occur within a period of one year after completion and the City of Wildomar acceptance (i.e., sign off of permit and record drawings) of the permitted work, the refilled excavation settles, or if the resurfacing or restoration of the roadway disintegrates or develops ruts or holes or if found to have used materials not in compliance with the City of Wildomar Road Improvement Standards and Specifications, the Permittee shall be required to repair and/or resurface to the satisfaction of the City to eliminate all such reconstruction failures. If the Permittee fails or refuses to do such corrective work, the City may elect to complete the corrective work and collect the cost of the work from the Permittee, or to pursue such other remedies as may be available to complete the corrective work at the Permittee's expense.

U.S.A. NOTIFICATION REQUIRED. The Permittee shall notify Underground Service Alert two working days in advance of performing excavation work by calling the toll-free number (800) 227-2600. U.S.A. notification to be renewed at no more than 14 calendar-day intervals.

PROSECUTION OF WORK. Any work authorized by this permit shall be performed in a workmanlike, diligent and expeditious manner to the satisfaction of the City Engineer.

ROAD CLOSURE. No highway or street may be closed without first obtaining approval in writing from the City of Wildomar Engineering Office, telephone (951) 677-7751. If permission to close a street is granted, it shall be the Permittee's responsibility to notify the Police and Fire Department prior to closing the street.

MAINTAINING AND PROTECTING TRAFFIC CONTROL FACILITIES. Metal objects (such as manhole frames and lids, valve boxes, bore casings, etc.), shall not be installed within 72 inches of a traffic detector loop. Any signal or detector operation disruption shall be repaired and the system made operational within eight hours of the damage. Should the City elect to provide repair or replacement services, the Permittee shall be required to reimburse the City for all costs involved.

TREES. Unless specifically approved on the face of this permit, the removal or trimming of a tree(s) requires a separate tree permit per City Ordinance, call (951) 677-7751.

TUNNELING. No Tunneling will be permitted except on major work as may be specifically approved and set forth on the face hereof.

TRENCHING. Not more than one-half of the width of a traveled way shall be disturbed at one time and remaining width shall be kept open to traffic by bridging or backfilling. Pedestrian and bicycle facilities shall be maintained through the work site at all times unless provisions have been shown on the approved permit.

BACKFILL AND RESTORATION OF SURFACES. Compacted backfill on all roads shall be made in compliance with City of Wildomar Road Improvement Standards and Specifications. Seal coat shall be applied to trench surface in accordance with Section 13 of the City of Wildomar Road Improvement Standards and Specifications. After placement of the seal coat, a "shiner" shall be placed in the undisturbed portion of the roadway 2 feet beyond the edge of the cut pavement. In areas where the cut extends the full width of the street, the "shiner" shall be placed on the center line of the street 2 feet beyond the edge of the cut pavement. The information to be included on the "shiner" is the month and year of installation and the contractor's identification.

DRIVEWAYS. Portland cement concrete is not allowed for private driveway approaches within the City right-of-way.

UNDERGROUND UTILITIES. Disregard of or destruction of underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the City Engineer.

CLEANUP. All roadside drainage ditches shall be restored to a true grade and intake and outlet ends of all culverts shall be left free from all excess material and debris.

CHURCH SIGNS. These may be installed on the City right-of-way with the following conditions: 1) within one mile radius of church; 2) one sign per church; 3) maximum size; 24 inches each side; 4) location to be approved by City Traffic Engineering (951) 677-7751; 24 hours before start of work; 5) not to be located by traffic signals.

RECORD DRAWING. Upon completion of underground or surface work of consequence, the Permittee shall furnish record drawings to the City of Wildomar showing location and details of work performed.

FUTURE MOVING OF INSTALLATION. The installation authorized herein shall, upon demand of the City Engineer, be relocated in a timely manner by and the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions on the highway may require such relocation. The Permittee must commence such relocation within the time specified in said demand and thereafter diligently prosecute the same to completion.

MAINTENANCE. The Permittee agrees by the acceptance of this permit to safely and properly as called for under the highest of its industry standards to maintain any encroachment placed by Permittee in the City right-of-way. If the Permittee fails to meet this requirement to the sole satisfaction of the City as determined by the City Engineer, the Permittee will be liable for all loss, damage, expense, or claim incurred by the City by reason of this encroachment. Expenses include but are not limited to: correcting, repairing or eliminating the encroachment and any tort liabilities.

PREAPPROVAL OF PLAN AND SPECIFICATION. Permittee is prohibited from commencing work until all plans and specifications have been submitted to and approved by the City Engineer, or his designee. Approval by the City Engineer shall not relieve Permittee from ensuring that the work conforms with all other requirements and standards set forth in this Agreement.

QUALITY OF WORK; COMPLIANCE WITH LAWS AND CODES. The installation plans and specifications shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The work shall be completed in accordance with all approved plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

STANDARD OF PERFORMANCE. Permittee and its contractors, if any, shall perform all work required in a skillful and workmanlike manner and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, Permittee represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Permittee warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work and that such licenses, permits, qualifications and approvals shall be maintained.

ALTERATIONS TO IMPROVEMENTS. All work shall be done as shown on approved plans and specifications and any subsequent alterations thereto. If during the course of construction it is determined that the public interest requires alterations in the work, Permittee shall undertake such design and construction changes as may be reasonably required by the City.

FEES AND CHARGES. Permittee shall at its sole cost, expense and liability, pay all fees, charges and taxes arising out of the work, including, but not limited to, all plan check, engineering, inspections and other service fees.

CITY INSPECTION. Permittee shall, at its sole cost, expense, and liability, provide safe access for inspection by the City. City Inspector's shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Permit. The inspection by the City shall not relieve Permittee or the contractor of any obligations to fulfill obligations of the Permit, and unsuitable materials or work may be rejected notwithstanding that such material or work may have been previously overlooked or accepted.

EXISTING RIGHTS. Except as permitted by applicable laws or this Agreement, in the performance and exercise of its rights and obligations. Permittee shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable televisions and other telecommunications utility and municipal property without the approval of the owner(s) of the affected property or properties.

NOT A GRANT OF PROPERTY INTEREST. This permit is not a grant by the City of any property interest but is made subject and subordinate to the prior and continuing right of the City and its assigns to use all the City Right of Way in the performance of its duty, including but not limited to public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over across and in the City Right of Way.

SUBJECT TO EASEMENTS AND RESTRICTIONS. This permit is made subject to all easements, restrictions, conditions, covenants, encumbrances and claims of title which may affect the City Right of Way and it is understood that Permittee, at its own cost and expense, shall obtain such permission which as may be necessary and consistent with any other existing rights.

DAMAGE TO FACILITIES IN CITY RIGHT OF WAY. Permittee shall be responsible for any damage to the City Right of Way due to the construction performed by Permittee in the City Right of Way and Permittee shall repair, replace and restore the damaged improvements in accordance with City Standards at Permittee's sole expense.

TERMINATION. The City can terminate this Permit with or without cause at any time. Upon termination, the Permittee must immediately remove the encroachment authorized herein. If the Permittee does not remove the encroachment authorized herein when requested by the City, the City may proceed to require removal under the Municipal Code nuisance provisions and to assess the cost of said removal against the Property. The Permittee further acknowledges that, in the event of such removal by the City, the City is not liable for any damages to the encroachment or to any adjacent real or personal property. The parties agree that in the event of a termination pursuant to this paragraph, the City shall record a Notice of Termination Agreement Regarding Public Right of Way with the Riverside County Recorder's Office.

NOTICE. Any notice, demand, request, consent or approval that either party may or is required to give the other shall be in writing and shall be personally delivered, transmitted by facsimile or sent by first class mail in a post paid envelope addressed to the City of Wildomar at 23873 Clinton Keith Road, Suite 201 • Wildomar, CA 92595

INDEMNIFICATION. Permittee shall defend, indemnify and hold harmless The City of Wildomar, its elected officials, officers, employees and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage or injury to property or persons including wrongful death whether imposed by a court of law or by administrative action of any federal, state or local governmental body or agency arising out of an incident to any acts, omissions, negligence or willful misconduct of Permittee, its personnel, employees, agents, or contractors in connection with or arising out of the operation, construction, maintenance or repair of the work performed under this permit. This indemnification includes without limitation, by the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses and the reimbursement of the City, its elected officials, officers, employees and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine or injury to property or persons including wrongful death which is caused solely and exclusively by the gross negligence of willful misconduct of the City as determined by a court of administrative body of competent jurisdiction. Permittee's obligation to indemnify the City shall survive the expiration of termination of this Permit and shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, officers, employees or agents.

BONDS. The City Engineer may require permittee to procure and maintain a surety bond, or a cash deposit, in an amount determined by the City Engineer that, in his or her judgment, is sufficient to secure performance of the conditions of the permit and the replacement or restoration of the street, including pavement surfaces, ground surfaces, and subsurfaces within rights-of-way, and any survey monuments or other improvements that may have been disturbed.

INSURANCE.

Types/Amounts. Permittee shall procure and maintain and shall require its contractors to procure and maintain insurance of the types and in the amounts described below. If any of the required insurance contains a general aggregate limit, such insurance shall apply separately to this Permit or be no less than two times the specified occurrence limit.

General Liability. Permittee and its contractors shall procure and maintain occurrence version general liability insurance or equivalent form with a combined single limit of not less than \$3,000,000.00 per occurrence for bodily injury, personal injury and property damage.

Business Automobile Liability. Permittee and its contractors shall procure and maintain business automobile liability insurance or equivalent form with a combine single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the insured for which the insured is responsible.

Workers' Compensation. Permittee and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000.00 per occurrence at all times during which insured retains employees.

Professional Liability. For any consultant or other professional who will engineer or design work performed under this Permit, liability insurance for errors and omissions with limits not less than \$1,000,000.00 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the work. Such insurance shall be endorsed to include contractual liability.

Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect the City, its elected officials, officers, employees, agents and volunteers, or (b) Permittee and its contractors shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

Additional Insured; Separation of Insureds. The Required Insurance shall name the City, its elected officials, officers, employees, agents and volunteers as additional insureds with respect to work performed by or on behalf of Permittee or its contractors, including materials, parts or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions and shall contain no special limitations on the scope of its protection to the City, its elected officials, officers, employees, agents and volunteers.

Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance of self-insurance program covering the City, its elected officials, officers, employees, agents and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all rights of recovery by way of subrogation against the City in connection with any damage or harm covered by such policy.

Certificates; Verification. Permittee and its contractors shall furnish the City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificated and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

Term; Cancellation Notice. Permittee and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, cancelled or allowed to expire except on 30 days prior written notice to the City.

Insurer Rating. Unless approved by the City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A.VIII.



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Activated By: _____

ENCROACHMENT PERMIT APPLICATION

APPROVAL

Note: Permit must be activated prior to commencement of any activities. Permit will activated with a call to PW Inspections (951) 677-7751, ext. 8210, or email to PWInspect@cityofwildomar.org at least 48 hours prior to start.

FEEES

PERMIT FEE \$ _____

PERMIT APPROVED BY: _____
INSPECTOR/PLAN CHECKER

ISSUED: _____
DATE APPROVED/ISSUED

COMMENTS AND INSPECTION NOTES

PERMIT COMMENTS/CONDITIONS:

INSPECTION NOTES:

INSPECTION FINAL:

INSPECTOR'S APPROVAL (SIGNATURE)

DATE