



ENGINEERING DEPARTMENT ENCROACHMENT PERMIT APPLICATION

130 SOUTH MAIN STREET, LAKE ELSINORE, CA 92530
Phone: 951-674-3124, Fax 951-674-8761

For Staff Use	
Received by: _____	
Permit No.: _____	

Fill in the following information and submit with the requested documents (see page 2) and fees.

CONTRACTOR / PERMITTEE: _____ **COMPANY:** _____

MAILING ADDRESS/CITY/ZIP: _____
TELEPHONE: _____ **FAX:** _____

EMAIL: _____

CITY BS. LIC. #: _____ **CONTRACTOR'S LIC. # & CLASS:** _____

24 HOUR CONTACT: _____ **24 HR CONTACT PHONE:** _____

OWNER / DEVELOPER: _____

MAILING ADDRESS/CITY/ZIP: _____
TELEPHONE: _____ **FAX:** _____

EMAIL: _____

APPLICANT: (If different from owner or contractor/permittee) _____

MAILING ADDRESS/CITY/ZIP: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

JOBSITE DETAILS

SITE ADDRESS or CROSS STREETS: _____

PARCEL / TRACT PROJECT NAME/ UTILITY

MAP NO.: _____ **W.O. #:** _____

WDID: _____ **GROSS ACRES DISTURBED:** _____ **Sq. Ft. of Impervious Surface** _____

ASSESSOR'S PARCEL NO(S): _____

ESTIMATED Start Date: _____ **Completion Date:** _____

CONSTRUCTION ACTIVITY FOR FEE DETERMINATION

Check all that apply & fill in linear feet (LF) / Quantity (Qty) where applicable.

- Curb _____ LF
- Curb Core _____ Qty
- Driveway _____ LF
- Gutter _____ LF
- Newsrack _____ Qty
- Sewer Lateral _____ LF
- Engineer's Estimate \$ _____

- Paving _____ LF
- Sidewalk _____ LF
- Streets _____ LF
- Storm Drn _____ LF
- Irrigation Pedestal _____
- Road/Lane Closure _____ # of Days

- Utility Maintenance
- Traffic Signal
- Trench _____ LF
- Traffic Control Plan

(attach copy)

DESCRIPTION OF WORK: _____

SUBMITTAL REQUIREMENTS

A digital copy (CD/DVD/Thumb Drive) of all submittal documents is required. Online submittal using the City's Customer Self Service Portal (CSSP) at www.lake-elsinore.org is encouraged.

_____ Completed Application

(1) .pdf of items 1-6 below

- _____ 1 City or Utility Approved Plan of Work. Min. size 8 1/2" x 11"
- _____ 2 Site plan showing work location. Min. size 8 1/2" x 11".
- _____ 3 Traffic Control Plan. Min. size, 8 1/2" x 11"- required for all work in or obstructing a lane of travel. Acceptable sources W.A.T.C.H. Manual and M.U.T.C.D. Plan check fee of \$450./plan sheet may be assessed on the Encroachment Permit for review of traffic control plans. Allow minimum of 48 hrs for review.
- _____ 4 City Business License
- _____ 5 Class "A" Contractor's License for construction activity in right of way.
- _____ 6 Liability Insurance Certificate. City must be named as additional insured. (Sec 12.00.000)

REQUIRED PRIOR TO PERMIT ISSUANCE

_____ Permit Fees

_____ Security - As required

ENCROACHMENT PERMIT FAQ'S

REQUIREMENT: Policy and municipal code of the City of Lake Elsinore provides that any work performed in the public right-of-way (dedicated) or in a public utility easement requires an Encroachment Permit, including work for various utility companies, fiber optics and monitoring wells. Please refer to City of Lake Elsinore Municipal code Chapter 12.08

WHAT IS RIGHT OF WAY: The road right-of-way is the full width of land dedicated to, owned, or controlled by the City, upon which the traveled way exists or is to be constructed or altered. Right of way generally extends 10 feet beyond the edge of pavement or traveled lane in the case of a dirt road. The distance should be confirmed by the applicant.

CONTRACTOR'S LICENSE AND CERTIFICATE OF INSURANCE: Individuals performing work permitted through an Encroachment Permit shall possess a City of Lake Elsinore Business License and be licensed contractors with Class A General Engineering license from the State of California. Other license classifications may be acceptable depending upon the type and scope of work. Please refer to State Contractor's License Board for license classifications <http://www.cslb.ca.gov/licensing/classifications.asp> and for license status check, http://www2.cslb.ca.gov/CSLB_LIBRARY/license+request.asp including worker's compensation insurance.

Contractor shall provide Certificate of Insurance with general liability insurance of single coverage of \$1,000,000.00 minimum. Said policy shall name the City of Lake Elsinore and its agents, officers and employees as an additional insured (A separate endorsement sheet is required with the insurance policy.) LEMC Sec 12.08.080

CASH DEPOSIT/SURETY BOND: Depending upon the type and scope of the work being performed in the public right-of-way, surety bonds and/or cash deposit may be required to guarantee completion of quality work and to provide one-year warranty. LEMC Sec. 12.08.090

PERMIT CONDITIONS: Encroachment Permit will be issued with standard conditions and/or special conditions. Permits from other agencies may also be required.

TRAFFIC CONTROL: Traffic control plan may be required, depending upon location, hour and/or nature of work and it shall be approved by the City's traffic engineer. All traffic control per W.A.T.C.H. and M.U.T.C.D. and as directed by City Public Works Inspector. Review fee may be assessed at permit issuance.

PERMIT INSPECTION: Inspections are required for all encroachment permits issued. **COMMERCIAL/ INDUSTRIAL/ TRACT/ UTILITY AND SINGLE FAMILY RESIDENTIAL** Inspections may be scheduled by calling 909-772-5979 at least 48 HOURS prior to the date the inspection is needed.

If you have any questions, please call the City at 951-674-3124 and ask to speak with an Engineering Technician.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR ENCROACHMENT PERMITS**

In consideration for the issuance of an Encroachment Permit and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, defend, and save the City of Lake Elsinore ("City"), and its agents, officers, representatives, and employees ("Personnel") harmless from and against any and all liability, damages, penalties, and loss resulting from any claims or court actions and arising out of any accident, loss, or damage to person or property happening or occurring as a proximate result of any work undertaken under the Encroachment Permit or any work permitted thereunder. The Permittee shall be responsible for all liability imposed for personal injury or property damage caused by work performed under the Encroachment Permit or caused by failure on the Permittee's part to perform his/her/its obligations under the permit. Permittee's obligations under the preceding sentences shall apply regardless of whether City or any of its Personnel are passively negligent, but shall not apply to any liability, damages, penalties, and loss caused by the active or sole negligence, or willful misconduct, of City or any of its Personnel.

Throughout the duration of the Encroachment Permit, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A on the reverse side hereof, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by the City Manager or his/her designee at any time and at his/her sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its principals, officers, employees, agents, persons under Permittee's supervision, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement. This Agreement shall survive the expiration or revocation of the Encroachment Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

Signed this ___ day of _____, 20__.

Permittee

Witness

Print Name

Print Name

Address

Address

Telephone Number

Telephone Number