

**CITY OF HEMET
RIVERSIDE COUNTY, CALIFORNIA
ENCROACHMENT APPLICATION**

DATE OF APPLICATION:

WORK ORDER NUMBER:

DESCRIPTION OF WORK:

ADDRESS OR SPECIFIC LOCATION:

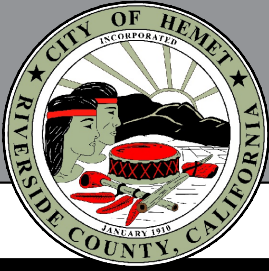
ESTIMATED START DATE:

ESTIMATED COMPLETION DATE:

ESTIMATED DAYS ON PROJECT:

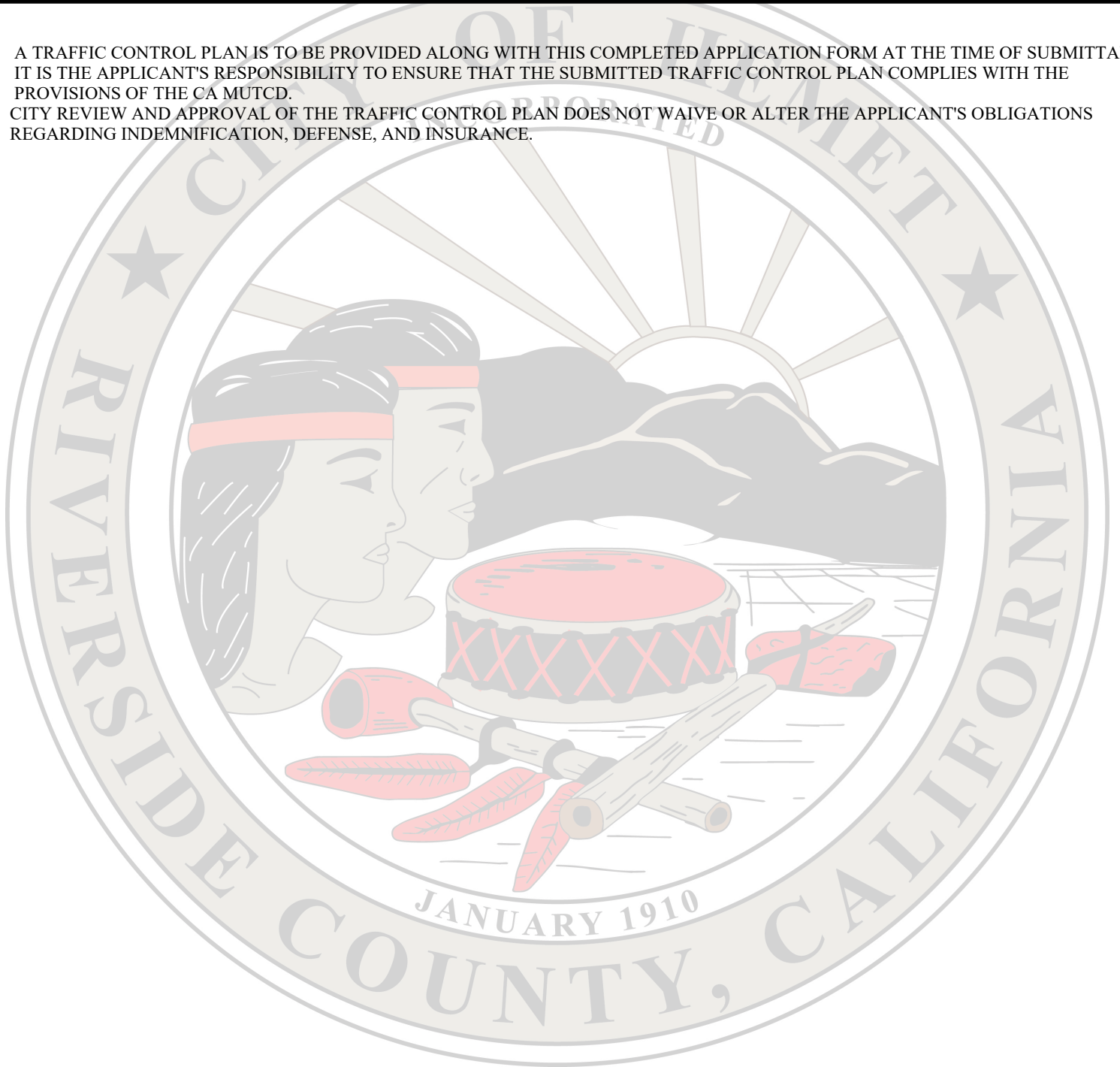
BY SIGNING BELOW THE APPLICANT HEREBY REQUESTS PERMISSION TO ENCROACH UPON THE CITY OF HEMET'S (COH) RIGHT-OF-WAY. UPON ISSUANCE THE APPLICANT AGREES TO THE FOLLOWING TERMS:

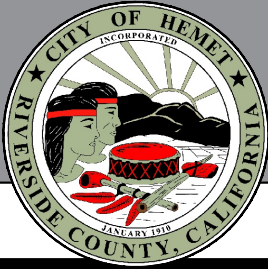
1. IN CONSIDERATION FOR THE ISSUANCE OF AN ENCROACHMENT/ENGINEERING PERMIT ("PERMIT") AND TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF HEMET ("CITY") AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, FINES, PENALTIES, FORFEITURES, COSTS, AND DAMAGES (WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH AT ANY TIME, AND PROPERTY DAMAGE) INCURRED BY THE CITY, PERMITTEE, OR ANY OTHER PERSON, AND FROM ANY AND ALL CLAIMS, DEMANDS, AND ACTIONS IN LAW OR EQUITY (INCLUDING ATTORNEY'S FEES AND LITIGATION EXPENSES), ARISING OUT OF OR IN ANY WAY RELATED, DIRECTLY OR INDIRECTLY, TO THE ISSUANCE OF THE PERMIT OR ANY WORK PERFORMED OR AUTHORIZED THEREUNDER. PERMITTEE'S OBLIGATIONS UNDER THE PRECEDING PARAGRAPH SHALL APPLY REGARDLESS OF WHETHER THE CITY OR ANY OF ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, OR VOLUNTEERS ARE ALLEGED OR FOUND TO BE PASSIVELY NEGLIGENT, BUT SHALL NOT APPLY TO ANY LOSS, LIABILITY, FINES, PENALTIES, FORFEITURES, COSTS, OR DAMAGES TO THE EXTENT CAUSED BY THE ACTIVE OR SOLE NEGLIGENCE, OR THE WILLFUL MISCONDUCT, OF THE CITY OR ANY OF ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, OR VOLUNTEERS. THROUGHOUT THE LIFE OF THE PERMIT, PERMITTEE SHALL PAY FOR AND MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE REQUIRED BY THE CITY, OR AS MAY OTHERWISE BE AUTHORIZED OR REQUIRED IN WRITING BY THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER SOLE DISCRETION. PERMITTEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND ANY AND ALL CLAIMS, DEMANDS, OR LEGAL ACTIONS DESCRIBED ABOVE IMMEDIATELY UPON WRITTEN REQUEST BY THE CITY, USING COUNSEL ACCEPTABLE TO THE CITY. THE FACT THAT INSURANCE IS OBTAINED BY PERMITTEE SHALL NOT BE DEEMED TO RELEASE OR DIMINISH THE LIABILITY OF PERMITTEE, INCLUDING, WITHOUT LIMITATION, THE 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. ANY APPLICABLE POLICY LIMITS SHALL NOT ACT AS A LIMITATION UPON THE AMOUNT OF DEFENSE OR INDEMNIFICATION TO BE PROVIDED BY PERMITTEE. APPROVAL, REVIEW, OR ACCEPTANCE BY THE CITY OF ANY INSURANCE POLICIES OR ENDORSEMENTS SHALL IN NO WAY RELIEVE FROM LIABILITY, NOR LIMIT THE LIABILITY OF, PERMITTEE, ITS PRINCIPALS, OFFICERS, EMPLOYEES, AGENTS, PERSONS UNDER THE SUPERVISION OF PERMITTEE, VENDORS, SUPPLIERS, INVITEES, CONSULTANTS, SUB-CONSULTANTS, SUBCONTRACTORS, OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY ANY OF THEM. PERMITTEE SHALL REIMBURSE THE CITY FOR ALL COSTS AND ATTORNEY'S FEES INCURRED BY THE CITY IN ENFORCING THIS AGREEMENT. THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL SURVIVE THE EXPIRATION, REVOCATION, OR EARLIER TERMINATION OF THE PERMIT.
2. REMOVE AND RELOCATE ENCROACHMENTS, INSTALLED OR MAINTAINED UNDER THIS PERMIT, UPON WRITTEN NOTICE FROM THE ENGINEERING DIVISION.
3. NOTIFY ENGINEERING DIVISION BY CALLING 951.765.2360 AT LEAST 48 HOURS IN ADVANCE OF THE TIME WORK BEGINS AND UPON JOB COMPLETION. **CONTRACTORS SHALL REQUEST INSPECTION DAILY.**
4. COMPLY WITH ALL APPLICABLE PROVISIONS OF THE HEMET MUNICIPAL CODE, INCLUDING BUT NOT LIMITED TO SECTION 66-31, ET. SEQ, IN ALL RESPECTS AND DILIGENTLY PERSUE THE PERMITTED CONSTRUCTION TO COMPLETION IN A TIMELY MANNER. FAILURE TO COMPLETE THE WORK IN A TIMELY MANNER WILL RESULT IN REVOCATION AND A FINANCIAL OBLIGATION TO RESTORE, OR HAVE RESTORED BY OTHERS, ANY AFFECTED PUBLIC IMPROVEMENTS TO THEIR ORIGINAL CONDITION.
5. THIS PERMIT BECOMES VOID IF WORK IS NOT COMMENCED WITHIN 180 DAYS OF ISSUANCE DATE OR IF WORK IS SUSPENDED, ABANDONED, OR IF AN ENGINEERING OFFICIAL DETERMINES THAT THERE IS LACK OF SIGNIFICANT PROGRESS.



**CITY OF HEMET
RIVERSIDE COUNTY, CALIFORNIA
ENCROACHMENT APPLICATION**

6. A TRAFFIC CONTROL PLAN IS TO BE PROVIDED ALONG WITH THIS COMPLETED APPLICATION FORM AT THE TIME OF SUBMITTAL.
7. IT IS THE APPLICANT'S RESPONSIBILITY TO ENSURE THAT THE SUBMITTED TRAFFIC CONTROL PLAN COMPLIES WITH THE PROVISIONS OF THE CA MUTCD.
8. CITY REVIEW AND APPROVAL OF THE TRAFFIC CONTROL PLAN DOES NOT WAIVE OR ALTER THE APPLICANT'S OBLIGATIONS REGARDING INDEMNIFICATION, DEFENSE, AND INSURANCE.





**CITY OF HEMET
RIVERSIDE COUNTY, CALIFORNIA
ENCROACHMENT APPLICATION**

APPLICANT NAME:

APPLICANT CONTACT PERSON:

APPLICANT ADDRESS:

APPLICANT PHONE:

APPLICANT EMAIL:

ONLY FILL OWNER AND CONTRACTOR INFORMATION IF DIFFERENT THAN APPLICANT

OWNER NAME:

OWNER CONTACT PERSON:

OWNER ADDRESS:

OWNER PHONE:

OWNER EMAIL:

CONTRACTOR NAME:

CONTRACTOR CONTACT PERSON:

CONTRACTOR ADDRESS:

CONTRACTOR PHONE:

CONTRACTOR EMAIL:

BY SIGNING BELOW YOU AGREE TO ALL TERMS AND CONDITIONS HEREIN AND SET FORTH BY THE
ENGINEERING DIVISION OF THE CITY OF HEMET'S PUBLIC WORKS DEPARTMENT.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING ITEMS:

1. A PROPOSED TRAFFIC CONTROL PLAN THAT COMPLIES TO THE CA MUTCD.
2. A VALID CITY OF HEMET BUSINESS LICENSE
3. A VALID CA CSLB LICENSE THAT QUALIFIES YOU TO COMPLETE THE WORK YOU PROPOSE.
4. PROOF OF GENERAL LIABILITY AND WORKMAN'S COMPENSATION INSURANCE.
5. SIGNATURES ON PAGES 2 AND 3 OF THIS FORM, VALIDATING YOUR APPLICATION.

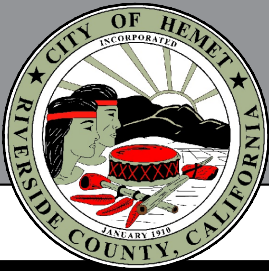
REVIEWED BY:

FOR OFFICE USE ONLY

INSPECTION COST:

PERMIT COST:

TOTAL ISSUANCE COST:



**CITY OF HEMET
RIVERSIDE COUNTY, CALIFORNIA
ENCROACHMENT APPLICATION**

GENERAL NOTES FOR TRAFFIC CONTROL

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING WORK ON A PUBLIC STREET TO INSTALL AND MAINTAIN TRAFFIC CONTROL DEVICES AS SHOWN HEREIN, AS WELL AS ANY SUCH ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO INSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA AND PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS.
2. ALL DELINEATORS SHALL BE EQUIPPED WITH REFLECTIVE BANDS AT NIGHT TIME.
3. THE CONTRACTOR SHALL NOTIFY CITY OF HEMET AT LEAST SEVEN (7) WORKING DAYS IN ADVANCE OF IMPLEMENTING ANY CONSTRUCTION DETOUR.
4. ALL SIGNS, DELINEATORS, BARRICADES, ETC. AND THEIR INSTALLATION SHALL CONFORM TO THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS LATEST EDITION AND THE 2014 CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (2014 CA MUTCD).
5. CITY OF HEMET RESERVES THE RIGHT TO OBSERVE THESE TRAFFIC CONTROL PLANS IN USE AND TO MAKE ANY NECESSARY CHANGES AS FIELD CONDITIONS WARRANT. ANY CHANGES SHALL SUPERCEDE THESE PLANS AND BE DONE PER 2014 CA MUTCD WITH THE APPROVAL OF CITY OF HEMET ENGINEER. REVISED TRAFFIC CONTROL PLANS MAY BE REQUIRED BY CITY OF HEMET. EXACT LOCATION OF ALL EQUIPMENT AND TRAFFIC CONTROL DEVICES SHALL BE DETERMINED BY THE ENGINEER.
6. CONTRACTOR SHALL NOTIFY RIVERSIDE TRANSIT AGENCY OR ANY OTHER AFFECTED TRANSIT SERVICES AT LEAST FIVE (5) WORKING DAYS PRIOR TO CONSTRUCTION.
7. ALL TRAFFIC CONTROL DEVICES, STRIPES, MARKINGS, LEGENDS AND RAISED PAVEMENT MARKERS SHALL CONFORM TO 2014 CA MUTCD, STANDARD PLANS, AND STANDARD SPECIFICATIONS (MOST RECENT EDITIONS).
8. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR APPEARANCE AND CONTINUITY.
9. ALL TRAFFIC LANES SHALL HAVE A MINIMUM OF 5 FEET CLEARANCE FROM OPEN EXCAVATIONS AND MINIMUM OF 2 FEET FROM VERTICAL OBSTRUCTIONS.
10. CONTRACTOR SHALL PROVIDE FLAGGERS AS DEEMED NECESSARY BY ENGINEER.
11. CONTRACTOR SHALL NOTIFY ALL AFFECTED RESIDENTS AND BUSINESSES FIVE (5) WORKING DAYS PRIOR TO CONSTRUCTION.
12. ALL ADVANCE WARNING SIGNS SHALL BE EQUIPPED WITH FLAGS DURING DAY TIME WORKING HOURS AND WITH WARNING LIGHTS AT NIGHT.
13. TRAFFIC SIGNALS SHALL REMAIN IN OPERATION AT ALL TIMES. CONFLICTING TRAFFIC SIGNAL INDICATIONS SHALL BE COVERED AND SIGNAL OPERATION DURING EACH CONSTRUCTION PHASE SHALL BE COORDINATED WITH AND APPROVED BY THE CITY OF HEMET ENGINEER. FRANCHISE UTILITIES EXEMPT ONLY IF AN EXISTING APPLICABLE FRANCHISE AGREEMENT WITH CITY IS IN PLACE.
14. PLACE ADDITIONAL "LANE CLOSED" (C30) SIGNS ON TYPE II BARRICADES AT 150 FOOT INTERVALS THROUGHOUT EXTENDED WORK AREAS IN EACH LANE THAT IS CLOSED. INSTALL "OPEN TRENCH" (C27) SIGNS WHENEVER AN OPEN EXCAVATION AREA EXISTS ADJACENT TO THE TRAVELED WAY.
15. ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE REMOVED FOLLOWING COMPLETION OF EACH CONSTRUCTION STAGE AND THE PERMANENT TRAFFIC CONTROL DEVICES SHALL BE RESTORED BY THE CONTRACTOR AT END OF EACH WORK DAY.
16. CONTRACTOR SHALL REPLACE/REPAIR ALL DAMAGED STRIPING WITH TEMPORARY STRIPING OR RAISED PAVEMENT MARKERS AT END OF EACH WORKING DAY.
17. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN DISABILITY ACT ACCESSIBILITY GUIDELINES AND WITH THE CALIFORNIA ACCESSIBILITY GUIDELINES AS RELATED TO PEDESTRIAN ACCESS AND SHALL MAINTAIN PEDESTRIAN ACCESS AT ALL TIMES PER ADA REQUIREMENTS. SIDEWALK CLOSURE/DETOUR SHALL COMPLY WITH THE 2014 CA MUTCD STANDARDS.
18. CONTRACTOR SHALL COVER OR REMOVE ALL CONFLICTING SIGNS.
19. CONTRACTOR SHALL POST "SYMBOL" UNEVEN LANES. "STEEL PLATES AHEAD" OR "BUMP" SIGNS, FOR PAVEMENT SURFACE DISRUPTIONS OF ½" OR GREATER. PAVEMENT DISRUPTIONS OF 1" OR GREATER SHALL HAVE BEVELED EDGE OF FOUR (4) HORIZONTAL TO ONE (1) VERTICAL.
20. CONTRACTOR SHALL INSTALL "CAUTION STEEL PLATES AHEAD" AND /OR "ROUGH ROAD" SIGNS IN ADVANCE OF STEEL PLATE BRIDGING.

BY SIGNING BELOW THE APPLICANT ACKNOWLEDGES THEY UNDERSTAND AND AGREE WITH ITEMS 1-20 ABOVE

SIGNATURE OF APPLICANT AUTHORIZED REPRESENTATIVE:

DATE: