



City of Wildomar
 23873 Clinton Keith Road, Suite 201
 Wildomar, CA 92595
 Phone: 951-677-7751
 Fax: 951-698-1463

For more information,
 please contact Public Works
 at (951) 677-7751

EP13-8067
 PERMIT NUMBER

ENCROACHMENT PERMIT

USA Ticket No. A32900114
 Phone No. (800) 227-2600

PERMIT INFORMATION
 (TO BE COMPLETED BY PERMITTEE • PLEASE PRINT)

Permit Type: ANNUAL MINOR UTILITY PERMIT

Autumnwood Dr / Palomar, Amaryllis, Pasadena, Protea Ct, & Front
 LOCATION OF WORK PROJECT

AMEC Environment & Infrastructure
 PERMITTEE / BILLING INFORMATION

121 Innovation Dr. #200 Irvine CA 92617 949 642 0245
 ADDRESS CITY STATE ZIP TELEPHONE NUMBER

Project Cost Estimate: \$ 28,000 Permittee Work Order _____

CONTRACTOR INFORMATION

AMEC Environment & Infrastructure
 CONTRACTOR PERFORMING WORK

121 Innovation Dr. #200 Irvine CA 92617 949 642 0245
 ADDRESS CITY STATE ZIP TELEPHONE NUMBER

697810
 CONTRACTOR'S LICENSE NUMBER

A Haz
 CLASS

Joe Bahde
 CONTACT NAME

10/17/13
 BUSINESS LICENSE NUMBER

- I have read, understand and agree to comply with the permit conditions which are part of this permit. I further agree to comply with the current County of Riverside Road Improvement Standards and Specifications, County Ordinances, and conditional requirements.
- Applicant must check with all utility companies serving the area covered by this permit, for location of existing underground pipes, conduits or cables.
- Indemnify, defend and save the City of Wildomar, its authorized agents, officers, representatives and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property happening or occurring as a proximate result of any work undertaken under the permit granted pursuant to this application.
- Remove or relocate an encroachment installed or maintained under this permit, upon written notice from the City Engineer.
- 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.
- Comply with the General Provisions attached hereto, City Ordinance Chapter 12.08, any amendments thereto, the terms and conditions of the permit, and all applicable rules and regulation of the City of Wildomar and other public agencies having jurisdiction.
- The permittee shall accept full responsibility for complying with Federal, State and County environmental laws receiving any necessary environmental clearances and/or permits, prior to commencing any work as authorized by this permit.
- Costs incurred by the City of Wildomar Public Works Department for processing and inspection shall be billed to Permittee, City Ordinance Chapter 12.08.

Joseph M. Bahde
 PERMITTEE SIGNATURE

10/17/13
 DATE

DESCRIPTION OF CONSTRUCTION: Soil, soil gas & groundwater sampling through 4-inch boring cores.

NOTE: Permittee must call Engineering @ (951) 677-7751 for Pre-Construction Meeting and Final!!!

| DEPARTMENT REVIEW | APPROVED | APPROVAL DATE | FEE |
|-------------------|----------|---------------|-----------------------------------|
| TRANSPORTATION | _____ | _____ | PERMIT FEE \$ <u>12900</u> |
| INSPECTION | _____ | _____ | PERMIT DEPOSIT \$ <u>2100</u> |
| | | | TRENCH FEE \$ _____ |
| | | | TOTAL AMOUNT PAID \$ <u>33900</u> |
| | | | DEPOSIT TYPE _____ |

*Call Les 951-990-3600 for pre-con and permit activation.

PERMIT APPROVED BY: [Signature] ISSUED: 10/31/13
OCT 17 2013

INSPECTION

COMMENTS: Active 11-5-13 HAA
Site 7:00 TO 5:00 8:00 AM TO 4:00 PM 4/11/13
& cleanup

INSPECTOR'S APPROVAL (SIGNATURE) _____ DATE _____

GENERAL PROVISIONS

ERMIT The permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and City Ordinance Chapter 12.08

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 County of Riverside Road Improvement Standards and Specifications. All work shall be in compliance with the Americans with Disabilities Act.

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 12.09

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

WARRANTY Should any failure of the work occur within a period of one year after completion and the City of Wildomar's acceptance (i.e., sign off of permit and record drawings) of the permitted work, the refilled excavation settles, or if re-surfacing or restoration of the roadway disintegrates or develops ruts or holes or if found to have used materials not in compliance with the County of Riverside 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 not 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 Departments 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 trees 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.

RENCHING 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 throughout 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 the County of Riverside Road Improvement Standards and Specifications. Seal coat shall be applied to trench surface in accordance with Section 13 of the County of Riverside 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. 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 City right-of-way.

UNDERGROUND UTILITIES Disregard 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.

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

CHURCH SIGNS These may be installed on 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 of Wildomar Engineering Office at (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 locations and details of work performed.

STRUCTURE MOVING OF INSTALLATION The installation authorized herein shall, upon demand of the City Engineer, be relocated in a timely manner by, and at 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 exercise reasonable care to maintain properly any encroachment placed by it in the City right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right-of-way which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all damage to the roadway which would not have occurred had such work not been done or such encroachment not placed herein.

REAPPROVAL OF PLANS AND SPECIFICATIONS Permittee is prohibited from commencing work until all plans and specifications have been submitted to and approved by the City Engineer, or his or her 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 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 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, inspection, and other service fees.

CITY INSPECTION Permittee shall, at its sole cost, expense, and liability, provide safe access for inspection by City. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Permit. The inspection of the work by City shall not relieve Permittee or the contractor of any obligations to fulfill obligation of the Permit, and unsuitable materials or work may be rejected notwithstanding that such materials 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 television, 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 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, upon 30-day written notice as provided in Paragraph _____ below. 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 of 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 postpaid envelope addressed as follows:

INDEMNIFICATION Permittee shall defend, indemnify, and hold harmless City, 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 or 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, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of 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 or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Permittee's obligation to indemnify City shall survive the expiration or termination of this permit, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

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 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 combined single limit of not less than \$1,000,000 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 or 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 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 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 City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Permittee and its contractors shall provide a financial guarantee satisfactory to 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 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 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 or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by this policy.

Certificates; Verification. Permittee and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates 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 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.

Termination; 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, canceled, or allowed to expire except on 30 days' prior written notice to City.

Insurer Rating. Unless approved in writing by 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:VII.