

# PUBLIC PROPERTY ENCROACHMENT PERMIT

**INSPECTION PHONE:**  
**(949) 707-2658**

**The Inspection Office must be notified at least 48 hours prior to commencing work. Failure to obtain inspection shall VOID this permit.**

**CITY OF LAGUNA HILLS  
PUBLIC PROPERTY PERMITS  
24035 El Toro Road  
Laguna Hills, California 92653**



Permit No: \_\_\_\_\_

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PERMITTEE NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Contractor License No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

Day Telephone No. \_\_\_\_\_ Night Telephone No. \_\_\_\_\_

**DESCRIPTION OF WORK:** Work is hereby authorized as follows, subject to provisions on reverse hereof and attached hereto:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED START DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

ESTIMATED COMPLETION DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**LOCATION OF WORK:**

\_\_\_\_\_

**CONSIDERATION:**

Filing Fee: \_\_\_\_\_ Encroachment & Inspection Fees: \_\_\_\_\_ Total \$ \_\_\_\_\_

Check No. \_\_\_\_\_  Cash  Trust Fund  Invoice Receipt No. \_\_\_\_\_ Date \_\_\_\_\_

Additional Conditions of Approval are attached and incorporated herein.

Property owner acknowledges this encroachment requires execution of an Encroachment Agreement making the owner responsible for these improvements. City will provide the Agreement for execution at a later date.

Owner name: \_\_\_\_\_ Owner Signature: \_\_\_\_\_

INSPECTOR SIGNOFF: \_\_\_\_\_ DATE: \_\_\_\_\_

**PERMITTEE'S ACCEPTANCE:**

**CITY APPROVAL:**

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Public Works Approval

THE PERMITTEE'S SIGNATURE ABOVE MEANS THE PERMITTEE ACCEPTS ALL CONDITIONS OF APPROVAL CONTAINED ON THE FRONTSIDE AND BACKSIDE OF THIS PERMIT, ANY ADDITIONAL ATTACHMENTS, AND ALL CONDITIONS OF APPROVAL, IF ANY.

1. A COPY OF THIS PERMIT AND ALL PLANS MUST BE MAINTAINED ON JOB SITE. NON-COMPLIANCE WILL VOID THIS PERMIT.
2. PERMITTEE SHALL COMPLY WITH REGULATIONS ON REVERSE SIDE OF PERMIT AND ATTACHMENTS, IF ANY.
3. CONTACT UNDERGROUND SERVICE ALERT (USA) AT 811 OR WWW.DIGALERT.ORG AT LEAST 48 HOURS PRIOR TO EXCAVATING. ALL USA MARKINGS MUST BE REMOVED AFTER WORK IS COMPLETE.
4. THIS PERMIT SHALL BE NON-TRANSFERABLE.
5. TRAFFIC CONTROL SHALL BE PERFORMED PER THE LATEST EDITION OF THE CALIFORNIA MUTCD/WATCH MANUAL AND ATTACHED.

File

Finance

Inspection

Permittee

Public Works  
Supervisor

Agreement

## STANDARD PROVISIONS

1. This permit, if granted, is made on the express condition that the City shall be free from any and all liability resulting from its issuance as provided for in Laguna Hills Municipal Code Chapter 12-12, and shall be subject to all applicable provisions of said Chapter of the Municipal Code.
2. Should any damage or injury to City property occur as a result of the exercise of the rights herein granted, Permittee shall immediately, upon the written demand of the City, restore such property to the condition of same on the date of the occurrence of said damage or injury at Permittee's sole cost or expense. The question as to whether or not any such damage or injury has been caused to the property shall be determined by the City Engineer or designee and that determination shall be final. In the event repair by the City is necessary, Permittee shall pay and/or reimburse the City the full cost of such repairs.
3. City reserves the right to perform any work upon any portion or all of the area covered by this permit, or to do any other work necessary at any time. Such work may be performed without incurring any liability of any nature whatsoever to the Permittee. It is further understood and agreed that City reserves unto itself the rights of ingress over all or any portion of the subject area.
4. Neither this permit nor any of the rights herein granted shall be assigned without the prior written approval of the City. The permit is void upon its expiration date. A new fee will be assessed thereafter.
5. By acceptance of this permit, Permittee acknowledges and assumes all responsibility for compliance with requirements of other regulatory agencies including but not limited to zoning regulations, applicable ordinances and laws of the City, County of Orange, the State of California or others having regulatory control over the work or use granted herein.
6. All underground work requires "Injury Identification Number" From Underground Service Alert Regional Notification Center. (Ref: Government Code, Section 42165 and 4217). Call 811 or [www.digalert.org](http://www.digalert.org).
7. A copy of this permit and approved plans, if applicable, shall be maintained at the site of work and be shown to any authorized representative of the City, or other regulatory governing agency upon request.
8. No work shall be performed within the City rights of way without the full knowledge of City's inspector, who shall be given not less than two work days advance notice of the initiation of permitted work or use. Failure of Permittee to obtain inspection shall void this permit and necessitate reapplication by Permittee.  
  
Permittee further agrees that all operations within City rights of way are subject to the operations of the City and other authorized persons and under the control and to the satisfaction of the City inspector.
9. This permit may be immediately revoked in the best interest of the City as determined by the City Engineer or designee, including violation of permit provisions or other applicable rules and regulations, or the creation of a nuisance after notice given by the City Engineer or designee. In the event of such revocation, Permittee shall immediately cease all operations and restore City rights of way as directed by the City inspector.
10. Any construction performed within the City shall be in accordance with Public Works and Engineering Department (PW&E) Standard Plans and established criterion and as modified by the City Engineer. Any deviation must be specifically detailed and highlighted on plans in a manner meeting the approval of the City Engineer.
11. No uses other than that as stated on this permit shall be exercised. The public right-of-way shall not be used for administrative operations or storage of equipment, materials, supplies, etc. All administrative and storage areas shall have the written approval of the property owner.
12. The Permittee agrees that if any tank, pipe, conduit, duct, tunnel or other installation of any nature or kind placed in the public right of way for which the permit is issued which shall at any time in the future interfere with the use, repair, improvement, widening or change of grade of the highway, the Permittee, within ten (10) days after the receipt of a written notice from the City to do so, shall at its own sole expense either relocate or remove such installations, subject to the approval of the City Engineer.
13. The Permittee agrees to comply with all City's NPDES requirements (Chapter 5-36 of the Municipal Code - Water Quality Control) and State General Construction Permit. If de-watering operation within the public right of way is necessary, proper measures must be taken to prevent the transport of debris into the storm drain system. The placement of proper BMPs preventing any debris collected from the street surface and entering into the catch basin will be required.
14. No permit shall be approved for encroachment onto any City property for any purpose whatsoever unless the applicant provides proof of insurance coverage for bodily injury and property damage in a form and in an amount acceptable to the City Manager. The City Manager may waive the requirements of this section if he/she determines that the proposed encroachment will not constitute any significant possibility of City liability. The minimum insurance established pursuant to this section is listed in the Indemnity and Hold Harmless Agreement attached hereto.

**INDEMNITY AND HOLD HARMLESS AGREEMENT**  
For Encroachment Permits

**RESPONSIBILITY FOR DAMAGES:** The Permittee agrees to and shall indemnify, defend, and hold the City of Laguna Hills, its officers, agents, employees, and representatives ("Indemnitees"), harmless from and against any and all loss, damage, liability, claim, demand, suit, cost, and expense whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit arising from or in any manner connected with the issuance of the encroachment permit, and/or the installation, construction, maintenance, use, or operation of the work contemplated in the application for the encroachment permit, regardless of whether the Indemnitees reviewed and approved any plans or inspected any work or improvement, including the encroachment, and regardless of whether such maintenance, repair, replacement, or condition was affected or caused by the Indemnitees, except as provided by law.

**INSURANCE:** The permit shall not be effective for any purpose unless and until the Permittee obtains and files with the City of Laguna Hills, as the grantor of the permit, proof of an insurance policy which shall have commercial general liability limits in the amount of no less than one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate. The insurance required herein shall be provided by an authorized insurance company by the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his/her designee due to unique circumstances. The City of Laguna Hills, its officers, agents and employees shall be expressly listed as additional insured under this insurance policy and the policy shall provide coverage for bodily injury and property damage. The insurance required herein shall contain a Statement of Obligation on the part of the carrier to notify the City of any material change, cancellation, or termination at least thirty (30) days in advance. For any claims related to the permit, the Permittee's insurance coverage shall be primary insurance as respects the City, its officers, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, agents, and employees shall be excess of the Permittee's insurance and shall not contribute with it. The Permittee shall be responsible to keep this insurance policy in full force and effect until final completion of the work contemplated in the application for the encroachment permit. The cost of any and all premiums for this insurance policy shall be borne by the Permittee. In the event of claims against the policy, the Permittee shall be responsible for payment of any deductible amounts. A Certificate of Insurance and endorsements shall be provided to the City Engineer evidencing compliance with the requirements herein.

**STATEMENT OF ACCEPTANCE OF THE CONDITIONS FOR ISSUANCE OF THE ENCROACHMENT PERMIT:** I have read and understand each of the conditions set forth for issuance of the encroachment permit and on behalf of \_\_\_\_\_, and being duly authorized to do so I accept the encroachment permit subject to these conditions.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Signature Requirements

For Permittees/Contractors/Vendors that are a corporation, signature requirements are as follows:

- 1) One signature by the Chairman of the Board, the President, of the Vice President, and
- 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

Parties executing an Agreement or Contract that are not identified above must also send a copy of the corporate minutes giving such person(s) the authority to sign on behalf of the corporation.

For Permittees/Contractors/Vendors that are not a corporation, signature requirements are as follows: the person who has authority to bind the Permittee/Contractor/Vendor must sign the Encroachment Permit.