



# CITY OF SOUTH EL MONTE PUBLIC WORKS DEPARTMENT ENCROACHMENT PERMIT

PERMIT NO. \_\_\_\_\_

(Print Name) \_\_\_\_\_

Date: \_\_\_\_\_

Hereby makes application to construct the following work within the public right-of-way; subject to provisions required by the Municipal Code or city ordinance of the City of South El Monte and the attachments hereon specified. Permit revocable at option of the Director of Public Works.

Location: \_\_\_\_\_  
Street Name & Address

Installation	Number	Cost	
Residential Driveway			
Com. Driveway			
	Length	Width	Cost
Curb			
Gutter			
Yard Drain			
Pavement/Cut			
Trenching			
Other			

**Check Improvements in Place**

Curb  Gutter  Driveway  Yard Drain

Sidewalk  Street Cut  Trenching

Other

**INSPECTION IS REQUIRED**  
**CALL 626-579-6540**

For inspection of the forms at least 24-hours prior to placement of any materials.

CONSTRUCTION PERIOD Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_ Total Work Days \_\_\_\_\_

TRAFFIC CONTROL PLAN REQUIRED Yes \_\_\_\_\_ No \_\_\_\_\_

In consideration of the granting of this permit, the applicant/Permittee hereby agrees to comply with the Standard Conditions on the reverse side of his application, any special provisions which may be attached to this application and all City Ordinances, resolutions, Standards and Specifications currently in force. Execution below shall confirm that Applicant/Permittee has received and reviewed the Standard Conditions, understands the same and agrees to be bound thereby. The permit is void if the permittee is not in compliance with section 3800 of the Labor Code.

**No Permits to be issued on roadway segments improved within last 5 years, per map**

Signed: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

PERMIT NO.	DATE	TOTAL PAID
Valid when Received		
CONTRACTOR MUST HAVE APPROPRIATE STATE LICENSE. License No. _____		
CONTRACTOR MUST HAVE, CITY BUSINESS LICENSE & NECESSARY INSURANCE		
VOID IF WORK IS NOT STARTED WITHIN 60 DAYS AND CONTINUED TO COMPLETION		

Issuance Fee	\$ <u>78.00</u>
Inspection Fee	\$ _____
Special Deposit	\$ _____
<b>Total</b>	\$ _____

**Encroachment Permit and  
Standard Conditions**

**I. DEFINITIONS**

- A. Permit: A written warrant or license granted by one having authority.
- B. Permittee: The person or party consenting to the provisions of the permit.
- C. Director of Public or City Engineer: The person who oversees the planning and design of a city's current or future needs.

**II. STANDARD CONDITIONS**

- A. Permittee must notify the Director of Public Works or City Engineer at least 48 hours before starting any work under this Permit. Failure to so notify is cause for revocation of Permit. Should Permittee fail to take action within 180 days from the date of issuance set forth above or fail to actively and diligently exercise the privileges of this Permit, the Permit becomes null and void.
- B. Permittee shall notify (underground service alert) at least 24 hours before commencing any excavation necessary to perform work authorized by this Permit. Permittee agrees to contact and obtain an inquiry ID Number from (underground service alert) 800-422-4133 at least two (2) working days prior to commencing work.
- C. A Copy of this Permit shall be kept at the site of work throughout the period of operation within the jurisdictional limits of South El Monte and any right-of-way therein and shall be shown to any Agency employee, agent or duly authorized representative or any law enforcement officer upon demand.
- D. This Permit is valid only for the purposes specified herein. No changes to the scope of work as identified in the application and/or drawings submitted herewith is permitted except upon written permission of the Director of Public Works or City Engineer or his/her duly authorized representative.
- E. All work shall be performed in accordance with the provisions of this Permit and with all applicable laws, rules and regulations of South El Monte to the satisfaction of the Director of Public Works or City Engineer or his/her designated representative, including but not limited to the Public Works Inspector. All Instructions must be strictly observed.
- F. Any damage caused to South El Monte structures by reason of exercise of this Permit shall be repaired by Permittee at his/her/its sole expense to the satisfaction of City. Upon notice of damage to South El Monte structures arising from the exercise of this Permit, should Permittee fail to promptly make repairs, the City may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse the City for all costs incurred.
- G. Unless otherwise specified herein, this Permit may be revoked or canceled at any time by the Director of Public Works or City Engineer or his/her duly authorized representative.
- H. Upon written notice of cancellation or revocation of this Permit for any cause whatsoever, Permittee shall promptly restore the South El Monte right-of-way and structures to their condition prior to the issuance of the Permit and then shall vacate the City's property. Should Permittee fail to promptly restore the premises or structures to a condition satisfactory to the Director of Public Works or City Engineer or his/her duly authorized representative' the City may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse the City for all costs incurred.
- I. Unless otherwise specifically provided, all costs incurred by Permittee as a result of the conditions of the Permit or the exercise by the City of any right, authority, or reservations contained in therein shall be the sole responsibility of and shall be borne entirely by the Permittee.
- J. Issuance of this Permit shall not be construed as an obligation on the part of the City to assume responsibility for any damages incurred to the Permittee's improvements and/or for any injury to persons or property arising out of the permitted work.
- K. This Permit is non-transferable.
- L. The Director of Public Works or City Engineer may cancel the permit if the work authorized herein is not commenced within sixty (60) days of the issuance and thereafter, in the opinion of the Director of Public Works or City Engineer is not diligently prosecuted to completion. Cancellation may be effected by giving written notice thereof by sending the same to applicant by ordinary mail to the address shown on the application.
- M. The Permittee shall notify the Director of Public Works or City Engineer when all work is completed.
- N. The Permittee shall provide proof of comprehensive liability insurance, both bodily injury and property damage insurance, in a form and in an amount of \$1,000,000.00. The City shall be named as additional insured.

**III. INDEMNITY AGREEMENT**

As an express and material term of the City's issuance of this permit, Permittee agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all claims, demands causes of action, losses or other liabilities for damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment. Permittee further agrees to indemnify and hold harmless the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this permit. It is the intent of this condition that Permittee shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Permit and the City, its officers, employees and agents shall not be liable for any negligence, whether active or passive in nature, including but not limited to approving, reviewing, of inspecting any work or construction arising from this Permit.

**IV. DUTY TO DEFEND**

- a. As an express and material term of City's issuance of this Permit. Permittee agrees to defend, at its sole expense, the City, its officers, employees and agents from and against any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment. Permittee's duty to defend shall apply to the City, its officers, employees and agents for any injury to person or property arising out of the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this permit.
- b. In the event of any controversy, claim or dispute arising out of or relating to this Permit or violation of any covenant contained herein, the prevailing party shall be entitled to receive from losing party reasonable expenses, including attorney's fees and costs.
- c. The Director of Public Works or City Engineer may, either at the time of the issuance of this permit or any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for he prevention of undue interference with traffic or to ensure public safety.