



CITY OF BANNING  
PUBLIC WORKS DEPARTMENT  
99 E. RAMSEY ST.  
BANNING, CA 92220  
PHONE: (951) 922-3130  
FAX : (951) 922-3141

PERMIT NO. \_\_\_\_\_  
WORK ORDER NO. \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

## APPLICATION FOR ENCROACHMENT/ PUBLIC WORKS PERMIT

THREE COPIES OF THE APPROVED PLANS ARE ATTACHED TO THIS APPLICATION. THE UNDERSIGNED HEREBY APPLIES FOR A PERMIT TO EXCAVATE, CONSTRUCT, AND OTHERWISE ENCROACH ON THE CITY OF BANNING STREET RIGHT-OF-WAY, AS FOLLOWS: (DESCRIPTION OF WORK)

NAME(S) OF STREET/ADDRESSES/OTHER SPECIFIC LOCATION DESCRIPTION:

IN CONSIDERATION OF THE GRANTING OF THIS APPLICATION, THE APPLICANT HEREBY AGREES TO:

1. INDEMNIFY, DEFEND AND SAVE THE CITY , 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.
2. REMOVE OR RELOCATE AN ENCROACHMENT INSTALLED OR MAINTAINED UNDER THIS PERMIT, UPON WRITTEN NOTICE FROM THE CITY ENGINEER.
3. NOTIFY THE PUBLIC WORKS DEPARTMENT AT LEAST TWENTY-FOUR HOURS IN ADVANCE OF THE TIME WHEN WORK WILL BE STARTED AND, UPON COMPLETION OF THE WORK, IMMEDIATELY NOTIFY THE PUBLIC WORKS DEPARTMENT OF SUCH COMPLETION.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_

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

PHONE: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_



# City of Banning

The following are requirements that need to be met for your permit:

1. Permittee acknowledges that the area of encroachment is owned or controlled by the City of Banning.
2. Permittee acknowledges that the described property could be needed for a proposed or planned public improvement and the City may revoke this permit. Upon written notice of revocation, the permittee shall, within the time prescribed by the City, remove all improvements placed, constructed or maintained. If the permittee fails to abide by the removal order of the City, the City shall have the right to remove and destroy the improvements without reimbursement to the permittee. The cost of such removal shall be paid by the permittee to the City and shall constitute a debt to the City.
3. Permittee waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.
4. If the Public Works Director of the City of Banning finds the permittee is in default of the terms of this permit, it shall be cause for revocation.
5. Permittee herewith agrees to hold the City of Banning harmless from and against all claims, demands, costs, losses, damages, and injuries, actions for damages and/or injuries, and liability in connection with the construction, encroachment, and/or maintenance to be done by permittee within the described property.
6. The permittee agrees to insure that construction of their improvements will not interfere in any way with any existing City or utility facilities.
7. Permittee acknowledges that existing City or utility facilities will require future maintenance, reconstruction, and revisions and those facilities may be added, any of which may result in removal or alteration of the permittee's improvements without reimbursement to the permittee.
8. Prior to any construction, permittee shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will void the permit until acceptable revisions are made. It shall be the permittee's responsibility to determine the location and required clearances from all public and private utility, sewer and drainage facilities prior to drilling and shall only drill in compliance with such clearance requirements.



## PUBLIC WORKS PERMIT REQUIREMENTS

- Copy of Valid Contractor's License
- City Business License
- Proof of insurance:
  - Proof of coverage shall be by **certificate naming the City of Banning as additional insured**. The minimum limits of the insurance are as follows:
    - a) **General Liability:** Two million (\$2,000,000) dollars per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
    - b) **Automobile Liability:** One million (\$1,000,000) dollars per accident for bodily injury and property damage.
    - c) **Worker's Compensation as required by the State of California;**  
**Employer's Liability:** One million (\$1,000,000) dollars per accident for bodily injury or disease.