

# City of Wildomar

23879 Clinton Keith Road, Suite 201 Phone: 951-677-7751 Fax: 951-698-1463

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## TRANSPORTATION PERMIT

#### CITY OF WILDOMAR

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

Permit #			

#### CONDITIONS AND RESTRICTIONS

- 1. Permittee shall at all times give strict attention to the safety and right of the traveling public. Moving shall be done during daylight hours except between the hours of 7:00 and 8:30AM and 4:00 and 6:00PM. No moving shall be permitted Saturdays, Sundays, legal holidays, or when visibility is less than 1,000 feet.
- 2. All vehicles and loads with length, width, or overhang in excess of the legal limit shall carry one of the following signs mounted both on the front and rear of the vehicle or load: Caution-Wide Load Ahead; Caution Wide Load Following; Caution Load Ahead; Caution Excessive Rear Overhang. One of these signs shall also be mounted on each pilot car, which may be convoying the load. The most appropriate of these signs cautioning the traveling public shall be used. The signs shall be standard 30 inches x 26 inches with black lettering and yellow background.
- 3. (a) On City roads that are not specifically designated for special pilot car requirements, the following rules concerning pilots shall apply vehicles and loads exceeding 12 feet but 13 feet in width or less, shall use one pilot car preceding the load on two-lane roads and following on multi-lane roads. Vehicles and loads greater than 11 feet in width shall use two pilot cars, one preceding the load and the other fallowing the load.
  - (b) On City roads desig11ated for special pilot car requirements, vehicles and loads exceeding 10 feet but 11 feet in width or less, shall use one pilot car preceding the load. Vehicles and loads greater than 11 feet in width shall use two pilot cars, one preceding the load and the other following the load.
- 4. When crossing bridges or on roads so narrow that it is impractical to keep the entire vehicle and load to the right of the centerline of pavement or traveled way, one flagman shall be pasted behind and one flagman shall be ahead of vehicle ta warn and direct approaching traffic. No over-legal weight vehicle shall drive onto any bridge when it is obvious to the driver that to do so his overweight vehicle will occupy the bridge at the same time as another truck or bus.
- 5. Notwithstanding any listed roads on this permit or on the attachments thereto, no vehicle shall exceed the limits posted for any road or bridge.
- 6. It is understood and agreed that the Permittee will be held responsible for any damage to City roads, bridges, or road facilities resulting from the movement of any equipment named on this permit.
- 7. The Permittee is responsible for all liability for injury to or death of any person or damage to property which may occur through any act or omission of either the Permittee or the City of Wildomar. In the event any claim, suit or action is brought against the City of Wildomar, its officers, or employees thereof, by reason of, or in connection with any such act or omission. Permittee shall defend, indemnify, and hold harmless the City, its officers and employees from such claim, suit, or action.
- 8. Any City employee having reason to believe that a vehicle is not safely loaded or that the height, width, length, or weight of a vehicle and load is not as stated on the permit may require the driver to stop and submit to an inspection, measurement, or weighing of the same. The employee may require the vehicle to be driven to the nearest scale facility for this purpose.
- 9. Under this permit, no trees shall be cut, trimmed, used far attaching cables or in any way disturbed unless specifically authorized by a separate Encroachment Permit.
- 10. Single trip permits require notification by the Permittee to the Public Works Department at (951) 677-7751 before starting the move. House movers shall give notification 72 hours prior to starting the move to both the City and the fire districts in which the building will be moved. Failure to notify will constitute a violation of this permit.
- 11. Permit is void in all construction zones.
- 12. Permit may be revoked at any time at the discretion of the Director of Public Works.

## INDEMNIFICATION

The permittee is responsible for all liability for injury to, or death of any person, or damage to property which may occur through any act or omission of either the permittee or the City of Wildomar arising from the issuance of this permit. In the event any claim, suit or action is brought against the City of Wildomar, its officers, employees or agents thereof, by reason of, or in connection with any such act or omission, permittee shall defend, indemnify, and hold harmless the City, its officers, employees or agents from such claim, suit or action.

### 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 sati5factory to City 11uarant.1eing 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, ports, 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 such 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.

**Term; 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:VIII.