



City of Fillmore
ENCROACHMENT PERMIT APPLICATION
Department of Public Works

250 Central Ave, Fillmore, CA 93015
 (805) 524-1500 ext. 233 / (805) 568-1367

Permit No.: _____ Fee:\$ _____ Date Issued: _____ Issued By: _____

*** ALL SECTIONS ON PERMIT APPLICATION MUST BE FILLED IN OR IT WILL NOT BE ACCEPTED. ***

***ENCROACHMENT ADDRESS:** _____ (Permit is valid once the fees are paid)

***OWNER INFORMATION:**

Owner Name: _____ Owner Phone No: _____

Owner Address: _____ City: _____ State: _____ Zip: _____

***CONTRACTOR INFORMATION:**

Authorized Contractor: _____ Contractor License No. _____

City of Fillmore Business License No: _____ Contractor Email Address: _____

Contractor Address: _____ City: _____ State: _____ Zip: _____

Contractor Phone No: _____ Contractor Emergency Phone No: _____

***DESCRIPTION OF WORK (Sketch Required):**

If the work requires temporary traffic control, please allow two weeks for review.

***SQ. FT. OF EXCAVATION:** _____ **BEGIN WORK DATE:** _____ **END WORK DATE:** _____

***Normal Work Hours are Monday through Friday 7:00 AM - 3:30 PM**

***MUST CALL FOR INSPECTION 48 HOURS PRIOR TO COMMENCING WORK. Initials** _____ **DATE:** _____

OFFICE USE ONLY

INSPECTOR INFORMATION

DATE OF INSPECTION: _____ DATE OF FINAL INSPECTION: _____ INSPECTOR: _____

COMMENTS:

“Street” means any part of the entire width of the right-of-way on a public street, highway, road, lane or alley, whether or not such area is actually improved and used for street purposes.

“Encroachment” means any pole, pipeline, fence, sign, excavation, building or any structure or object of any kind or character which is placed in, under or over any portion of the street right-of-way. The taking, placing, moving or using on a right-of-way to any vehicle or combination of vehicles or other objects of a dimension, weight or other characteristic prohibited by the California Vehicle code is an encroachment.

If the work requires temporary traffic control, please allow two weeks for review.

Your permit will be issued to you with an attached receipt after payment is made to the Finance Dept. in the City Hall main lobby. This permit will not be valid unless the receipt is attached. It is unlawful for any person to encroach or to make or cause to be made any encroachment upon a street within the City without first obtaining a permit from the Public Works Department.

When properly validated, a permit is issued subject to the conditions and restrictions set forth by applicable laws.

- Permittee certifies that all employees are covered by Worker's Compensation Insurance in accordance with the laws of the State of California governing the same.

- Permittee certifies that sole compliance has been made with all provisions of the Contractors License Law and the City of Fillmore Business License Ordinance.
- Each person upon whose behalf this permit is issued and each person whose request and for whose benefit work is performed under or pursuant to this permit agrees to, and shall, indemnify and hold harmless the City of Fillmore, it's officers, agents and employees.
- That the issuance of the permit shall not be construed to be a permit for, nor approval of, a violation of any provision of City, County or State ordinance or laws.
- The permittee is required to contact the Public Works Supervisor 48 hours prior to working and for a final inspection upon project completion. **Public Works Supervisor: Jacob Coffman, (805) 328-1397 jcoffman@fillmoreca.gov**

***I have read and agreed to Ordinance 417, City of Fillmore.:** _____

***Please print name:** _____

Trans Code	Fee Description		Amount Due
4004	Each individual Permit Processing Fee	X	\$57.00 each permit, not including additional fees below
4004	Traffic Detour Inspection		\$80.00
4004	Inspection Not Listed		\$80.00 Hr.
4004	Survey or traffic counts		\$80.00
4004	Mapping Fee		\$60.00
4004	Emergency Call-Out Service		2 Hour Min. – all inclusive @ Time ½ + 15% admin. fee
4004	Damage to City property		2 Hour Min. – all inclusive @ Time ½
4004	Construct curb & gutter/sidewalk/curb drain/or parkway		\$80.00
4004	Construct or widen residential driveway (each opening)		\$160.00
4004	Construct or widen commercial driveway		\$255.00
4004	Excavation of 100 sq. ft. or less		\$80.00
4004	Excavation of additional sq. ft.		\$0.80 Per Sq. Foot over 100 Ft.
4004	Sewer Lateral		\$225.00
4004	Water Service		\$225.00
4004	Removal and/or Repaving of Conventional Asphalt		\$3.90 / Square Ft.
4004	Removal & Replacement of Rubberized Asphalt		\$7.75 / Sq. Ft
4004	Boring of Utilities		\$96.00 / 100 Ft.
4004	Temp. Water service installation without meter		\$60.00 (\$200 refundable deposit)
4004	Temp. water service – monthly quantity charge		\$35 plus regular usage charge (\$125 deposit)
4004	Temp. water service-unauthorized move		\$100 Investigation plus estimated service & usage charge
4004	Tree Removal Permit – 1 Tree		\$72.00
4004	Tree Removal Permit (2-5 Trees)		\$101.00
4004	Tree Removal Permit (6 or More Trees)		\$144.00
4004	House moving		\$80.00
4004	Depositing material on ROW (Rolloff / Dumpster)		\$114.00
4004	Work without a permit		Twice the amt. of original permit
	TOTAL		\$



Encroachment Permit Insurance Requirements

I. INSURANCE

- A. Permittee shall maintain and provide (with exceptions to roll-off/dumpster permit only) commercial general liability insurance, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include coverage for contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. *Any insurance proceeds available to Permittee in excess of the minimum limits and coverage set forth in this Permit and which is applicable to a given loss or claim shall be deemed by this Permit to be applicable to the Agency.* A certificate of insurance evidencing this coverage shall be provided to the Agency prior to the start of any work under this Encroachment Permit. The Agency's Risk Manager may from time to time increase the limits of the required insurance coverage.
- B. The Agency is to be named as an additional insured with an endorsement in favor of the Agency.
- C. Coverage provided by Permittee shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.
- D. A severability of interests provision must apply for all additional insureds ensuring that Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- E. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved in writing.
- F. If Permittee maintains higher limits than the minimums shown above, Agency requires and shall be entitled to coverage for the higher limits maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Agency.
- G. Permittee must also maintain worker's compensation insurance as required by the latest edition of the Agency of City of Fillmore, Public Works Standard Plans & Specifications.

II. INDEMNITY AGREEMENT

- A. Permittee shall indemnify, defend, and hold harmless Agency, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit unless solely caused by the gross negligence or willful misconduct of Agency, its officers, employees, or agents.
- B. It is expressly understood and agreed between the parties to this Permit that this is an agreement and permit for access to and for certain events to occur or work to take place on Agency property. This Agreement and permit is not a construction contract or an agreement for design professional services as those terms are defined or used under Title 12 of the California Civil Code (§§ 2772 et. seq.).

III. DUTY TO DEFEND

- A. As an express and material term of Agency's issuance of this Permit, Permittee agrees to defend, at its sole expense, the Indemnitees from and against any and all Claims arising out of or related to the permitted encroachment. Permittee's duty to defend shall apply immediately upon demand from the Indemnitees for any injury or death to persons or damage to property occasioned by reason of or arising out of the acts or omissions of the Agency, its officers, employees and/or agents and 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 the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.
- C. The Agency Engineer or his/her designated representative may, either at the time of the issuance of this permit or at 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 the prevention of undue interference with traffic or to assure public safety.

I am authorized representative of _____ (organization) and I understand the terms and conditions of the insurance requirements for the Encroachment Permit.

Signature: _____

Date: _____