



CITY OF MOORPARK

PUBLIC WORKS DEPARTMENT | 799 Moorpark Avenue, Moorpark, California 93021
Phone Number (805) 517-6285 | Fax (805) 532-2555 | pwpermits@moorparkca.gov

ENCROACHMENT PERMIT APPLICATION

No: _____

Encroachment Application:

Date: _____

The undersigned hereby applies for permission to encroach on the following described City Right of Way or other property:

Purpose and Project Description:

Start Date: _____ Duration: _____

Work to be Completed By: _____

The permit may be revoked by City at any time. In consideration for issuance of the permit based on this application, I agree, and by use hereof, my agents, employees, contractors and invitees agree to be bound by all of the provisions of California Vehicle Code Sections 35780, 35782: Chapter 12.04 of the City of Moorpark Municipal Code; and the Standard Conditions and any special conditions attached to the permit upon issuance, including the indemnity, insurance and duty to defend conditions attached hereto.

Applicant: _____ Address: _____

City: _____ Zip: _____ Phone: _____

Email Address: _____ Business Registration #: _____

State License #: _____ State License Expiration Date: _____

Signature: _____ Date: _____

Encroachment Approval:

Permission is hereby granted to perform the activities described above and as may be attached hereto, subject to the Standard and Special Conditions attached to this Encroachment Permit and all City Ordinances, Resolutions, Standards and Specifications currently in force. Execution below shall confirm that Applicant/Permittee has received and reviewed the Standard and Special Conditions, understands the same and agrees to comply with and be bound thereby.

Approved by: _____ Signature: _____ Date: _____

Traffic Control/Lane Drop is is not required. Sidewalk Closure is is not required.

| | | |
|------------------------------|---------------------------------|---------------------|
| Issuance Fee: _____ | Trust Fund Deposit: _____ | Permit Final: _____ |
| Permit/Inspection Fee: _____ | Bond: _____ | |
| Total: _____ | Certificate of Insurance: _____ | |
| | Franchise: _____ | |

CITY OF MOORPARK
STANDARD ENCROACHMENT PERMIT CONDITIONS

*Pursuant to Moorpark Municipal Code (Code) Section 1.04.150, Excerpts from Chapter 12.04 of the Code,
and City Engineer / Public Works Director Requirements.*

PUBLIC SAFETY MEASURES:

1. In the conduct of the encroachment work, supplies and excavated materials shall be properly placed and the Permittee shall provide and maintain such safety devices including but not limited to lights, barricades, signs, and guards as are necessary to protect the public. Any omission on the part of the City Engineer to specify in the permit what safety devices shall be provided by or preventive action required of the Permittee shall not excuse the Permittee from complying with all laws, regulations and ordinances relating to the protection of persons or property under the circumstances. If the City Engineer finds that suitable safeguards are not being provided, he may provide, maintain, and relocate such safety devices or take such action as is deemed necessary, charging the Permittee in accordance with the schedule of charges as adopted by the City Council.
2. A Permittee making any excavation or leaving any obstruction which could be a hazard to persons using the right of way shall provide and maintain warning lights far enough away from the excavation or obstruction to give adequate warning to such persons, and at not more than fifty (50) foot intervals along the excavation or obstruction, from one-half (1/2) hour before sunset of each day to one-half (1/2) hour after sunrise the next day, until the work is completed and the right of way made safe for use.
3. All safety devices shall conform to the requirements of the Manual of Traffic Control Devices, and the California Vehicle Code, so far as such laws, regulations and manuals are applicable.

CLEANUP, BACKFILLING AND COMPACTION CODE CONDITIONS:

4. **Restoration of Right-Of-Way** - Upon completion of the encroachment work authorized by a permit, the Permittee shall restore the right of way, including bridges and any other structure thereon, by replacing, repairing, or rebuilding it in accordance with the specifications or any special requirement but not less than to its original condition before the encroachment work was commenced. The Permittee shall remove all obstructions, materials, and debris upon the right of way and shall do any other work necessary to restore the right of way to a safe and usable condition, as directed by the City Engineer. Where excavation occurs within areas already paved, the City Engineer may require temporary paving to be installed within twenty-four (24) hours after the excavated area is backfilled. In the event that the Permittee fails to act promptly to restore the right of way as provided herein, or should the nature of any damage to the right of way require restoration before the Permittee can be notified or can respond to notification, the City Engineer may, at his option, make the necessary restoration. The Permittee shall reimburse the City in accordance with the schedule of charges as adopted by the City Council.
5. **Cleanup After Completion** - Immediately after completion of the work, the Permittee shall cleanup and remove all digalart marks, materials, earth and debris of any kind. If the Permittee fails within 24 hours after having been notified to do so by the City Engineer, the work may be done by the City Engineer and the Permittee charged in accordance with the schedule of charges adopted by the City Council. When a pole, guy-stub or similar timber is removed and not replaced, the entire length thereof shall be removed from the ground and the hole backfilled and compacted.
6. **Backfilling and Compaction** - Backfilling and compaction of an excavation shall be in accordance with standards established by the City Engineer and adopted by resolution of the City Council, both as to material and method. Backfilling shall commence with forty-eight (48) hours after work in a trench is completed.

PROTECTION AND REPAIR OF EXISTING FACILITIES CODE CONDITION:

7. The Permittee shall support and protect all wires, cables, pipes, conduits, poles, and other apparatus, both aerial and underground, by a method satisfactory to the owner. The owner has the right to support or protect any of its facilities at the sole expense of the Permittee. In case of any said wires, cables, pipes, conduits, poles or apparatus should be damaged (and for this purpose, pipe coating or other encasement of devices are considered as part of the structure), they may be repaired by the owner at the expense of the Permittee, or, if authorized by the owner, may be repaired by the Permittee under the supervision of the owner. The expense of repairs to any damaged facilities shall be borne by the Permittee.

TRAFFIC CONDITIONS:

8. Vehicular and pedestrian traffic on all streets shall be permitted to pass through the work area with as little inconvenience as possible, but at no time shall the roads be closed.
9. Flaggers shall be used on all streets where the traffic is restricted to less than two traffic lanes.
10. Maintaining of vehicular traffic through the work area shall conform to Standard Land Development Specifications Section 7-10 "Public Convenience and Safety". (Green Book Section 7-10)
11. All improvements within the road right of way which include road signs, road striping, road symbols, etc., which were damaged removed, or obliterated as a result of the Permittees work shall be repaired and/or replaced. Repairs and replacements shall be equal to or better than the existing improvements and shall match them in finish and dimensions.
12. At the end of each work day, all roads shall be restored to two-way traffic. The road surface shall be brought to a smooth, even condition free of humps and depressions, satisfactory for use by the monitoring public.
13. Detours shall be in accordance with Caltrans Traffic Manual, Chapter 5, and shall be approved by the City Engineer. Applications, including plans, shall be submitted to the City Engineer three weeks before the anticipated date of the detour. **Permittee shall continually maintain the permitted work, trenches, backfill, paving and all other road facilities affected by this permit.**

ADDITIONAL REQUIREMENTS:

14. All work authorized by this permit shall be performed in accordance with the conditions and requirements of the Municipal Code, Ventura County Code, Ventura Countywide Stormwater Quality Management Program (VSQMP), National Pollutant Discharge Elimination System (NPDES) permit CAS004002, and all State and Federal requirements, including those pertaining to the Clean Water Act.

15. CALL FOR INSPECTION PRIOR TO PLACING CONCRETE.
16. All Contractors and Subcontractors shall obtain City Business Registration Permit.
17. Protect in place all survey monuments. If any survey monuments will be affected by the work, a California licensed land surveyor or licensed civil engineer legally authorized to practice land surveying is required to re-establish the affected monuments, at the Permittee's expense, prior to work, and a corner record or record of survey shall be filed with County Surveyor (California Business & Professions Code Section 8771.
18. Dig Alert (Underground Service Alert, Dial 811) is to be called for proposed excavation, following the procedures in California Government Code beginning at §4216. A USA number must be obtained before the issuance of the City Permit. The work is not to be called in until the Permit is ready for issuance. All layout and utility markings are to be removed from concrete and decorative surfaces in order to finalize/close the permit.
19. Work hours are 9:00 AM to 3:00 PM, Monday through Friday unless shown otherwise on the approved permit. No work on City Holidays. **Contact the City at (805) 517-6286 for a pre-construction meeting at least three days in advance of the start of work and every day an inspection will be required.** A copy of the complete permit and attachments must be on site at all times. Solid waste must be handled by either Waste Management (805) 522-9400, or Moorpark Rubbish Disposal (805) 526-1919, the City's exclusive franchised haulers. No storage or stockpiling of material is to occur in the right of way.

INDEMNIFICATION AND HOLD HARMLESS:

20. Permittee shall indemnify, defend, and hold harmless City, its officers, employees, and agents (Indemnitees) 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 City, its officers, employees, or agents.
21. 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 City 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.).
22. City does not and shall not waive any rights that it may have against Permittee by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Permit. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

INSURANCE:

23. Permittee shall maintain and provide commercial general liability insurance, with coverage at least as broad as Insurance Services Office for 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 City. A certificate of insurance evidencing this coverage shall be provided to the City prior to the start of any work under this Encroachment Permit.
24. The City is to be named as an additional insured with an endorsement in favor of the City.
25. Coverage provided by Permittee shall be primary and any insurance or self-insurance procured or maintained by City 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 City before the City's own insurance, or self-insurance shall be called upon to protect it as a named insured.
26. 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.
27. 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 City and approved in writing.
28. If Permittee maintains higher limits than the minimums shown above, City 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 City.
29. Permittee must also maintain worker's compensation insurance as required by applicable laws.

DUTY TO DEFEND:

30. As an express and material term of City'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 City, its officers, employees and/or agents and the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors an/or any other person or entity performing work authorized by this permit.
31. 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.