



## CITY OF SANTA PAULA ENCROACHMENT APPLICATION & PERMIT

Permit #:

Location:

Permit Issued To:

APPLICATION/OWNER:

MAIL ADDRESS:

CITY/STATE:

TELEPHONE NO:

GEN'L CONT:

ADDRESS:

CITY/STATE:

TELEPHONE:

CITY LIC. #:

SUB CONT:

ADDRESS:

CITY/STATE:

TELEPHONE:

Contact Persons:

Expected Working

Date(s)\*:

Permit Duration:

**\*Preconstruction meeting with local agencies is required 72 hours prior to start of construction.**

Pursuant to Santa Paula Municipal Code ("SPMC") §§ 96.21 to 96.38, relating to the work or encroachment into public right of ways, the City of Santa Paula ("CITY") grants permission to the Permittee listed above, to encroach into public property at the place and time specified above. In addition to the general terms and conditions contained in the SPMC, including, without limitation, §§ 96.21 to 96.38, the use is subject to the following additional limitations:

1. **DESCRIPTION.** Pursuant to SPMC § 96.21, the Public Works Director grants permission to \_\_\_\_\_, for the following described work.

Project Description:
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2. **FEES.** Before commencing the use allowed by this Permit, Permittee must pay CITY the following, in accordance with SPMC § 96.23:

NO. AMT.	DESCRIPTION	EACH	FEE
1	PERMIT ISSUANCE Acct. #100.4.5000.1201	\$245.00	
	<b>TOTAL</b>		

3. **UNOBSTRUCTED ACCESS.** [IF APPLICABLE] Permittee must allow all property owners, pedestrians, and vehicles unobstructed access to businesses, residences, and public property at all times. CITY’s representatives may right to enter upon the right-of-way upon which the Improvements are located at any time for any purpose. Permittee waives any and all claims for damages to any improvements or the business associated incurred as the result of CITY’s use of its public property.

4. **REIMBURSEMENT FOR DAMAGES.** OWNER must reimburse CITY for any damages inflicted on CITY-owned facilities by OWNER.

5. **REMOVAL OF IMPROVEMENTS.** OWNER must remove the Improvements at OWNER’s expense upon thirty (30) days written notice from CITY. Should OWNER fail to timely remove the Improvements on such notice, OWNER will pay any costs incurred by CITY in removing the Improvements.

6. **NON-TRANSFERABLE.** This Permit is not transferable or assignable. Any attempt to transfer the Permit will immediately terminate the Permit.

7. **COMPLIANCE WITH LAW.** OWNER must perform all work in accordance with CITY policies, standards and ordinances and obtain all applicable permits needed for construction of the Improvements.

8. **LITTER-FREE.** OWNER must keep the area of encroachment clean and free of trash, litter, and other refuse at all times.

9. **INDEMNIFICATION.** Permittee indemnifies, will defend (at CITY's request and with counsel satisfactory to CITY), and holds CITY harmless from and against any claim, action, damages, costs (including without limitation, attorney's fees), injuries, or liability, arising out of Permittee's acts, errors or omissions, negligence, or wrongful conduct (regardless of CITY's passive negligence, if any) in connection with this Permit. For purposes of this section "CITY" includes the City of Santa Paula's officers, officials, employees, agents, representatives, and volunteers.

10. **INSURANCE.**

A. At all times this Permit is effective, Permittee will procure and maintain commercial general liability insurance with a coverage limit of \$1,000,000.

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Permittee will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

11. **SECURITY.** Permittee agrees to provide CITY with adequate security to ensure compliance with this Permit and in accordance with SPMC §96.22.

12. **ENFORCEMENT.** Should CITY determine it necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Permittee will be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by CITY, even if the matter is not prosecuted to a final judgement or is amicably resolved, unless CITY

should otherwise agree with applicant to waive said fees or any part thereof. The foregoing will not apply if the Permittee prevails on every issue in the enforcement proceeding.

13. **MODIFICATION AND REVOCATION.** This permit may be modified or revoked in accord with the SPMC including, without limitation, § 96.24. Permittee agrees to immediately comply with the instructions of any public safety officer in order to protect public health or safety.

14. **SIGNATURE REQUIRED.** Permittee, or its representative, must sign the following, and return this original permit to CITY within three (3) business days from receiving this permit. Failure to do so will be deemed a withdrawal of the Permittee's application.

**LICENSED CONTRACTORS DECLARATION**

I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and affect.

License Number:	Class:
Contractor's Signature:	
Date:	

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Workers' Compensation insurance, or a certified copy thereof (Sec 3800, Lab. C.).

Company Name:	
Policy Number:	
<input type="checkbox"/>	Certified copy is hereby furnished
<input type="checkbox"/>	Certified copy is filed with the Public Works Department

**CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION**

(This section need not be completed if work is for one hundred dollars (\$100) or less.) I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.

Applicant: \_\_\_\_\_

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

NOTICE TO APPLICANT: If, after making this Certificate of Exemption you should become subject to the Workers' Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

**PERMITEE DECLARATION**

I hereby authorize a representative of the City to enter upon the above-mentioned property for inspection purposes and for the purpose of completion of the work pursuant to the deposits made herein. The City of Santa Paula, its employees and representatives, are held harmless from the results of any action or accident caused by the Permittee, his employees or equipment in the performance of the work described or covered by this permit. I understand that the validation of this permit shall not be held to permit or to be an approval of the violation of any applicable provision of law. I understand that no street may be closed unless at least 24-hour notice has been given to the City of Santa Paula Fire Department, Police Department and Public Works Department and that it shall be the Permittee's responsibility alone to notify said departments. I understand that all work performed under this permit shall conform to the standards established by the City Engineer. I hereby warranty all pavement repairs against failure or subsidence for a period

of five (5) years from the date of completion thereof. I declare that:

- No excavation will exceed 5 feet in depth.
- Excavations exceeding 5 feet in depth will require Cal-OSHA permit\*
- Tunnel excavation will require Cal-OSHA permit\*

\*A copy of the permit shall be provided to the City of Santa Paula.

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

SIGNATURE OF OWNER/CONTRACTOR, APPLICANT OR AUTHORIZED AGENT

By issuing this permit, CITY does not assume responsibility of liability for claims, damages, or injuries, of whatever nature, which may arise from this event.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

**Public Works Department**

I, \_\_\_\_\_, am a representative for the applicant for the encroachments described above, and I do hereby acknowledge that I have read the terms and conditions of this permit; that the terms and conditions are acceptable and agree to abide by, comply with, and accept full and complete responsibility therefore.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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