

City of Fillmore

Encroachment Permit Application Packet



Contents

- Permit Application Check List
- Permit Application
- Insurance Requirements Form
- Certificate of Insurance Sample Form
- Standard Encroachment Conditions

Please submit applications to: ggerardo@fillmoreca.gov

For more information, email ggerardo@fillmoreca.gov or call (805) 586-1367

ENCROACHMENT PERMIT APPLICATION CHECKLIST

When submitting your application, please include all required documents.

**PERMITS WILL NOT BE PROCESSED UNTIL A COMPLETE APPLICATION WITH ALL
REQUIRED DOCUMENTS IS RECEIVED**

Proof of State Contractor's License *

- ☐ **City Business License** (required for ALL permits)
- ☐ **Proof of Commercial Liability Insurance** (required for ALL permits - except roll-off/dumpster permits. See Insurance examples A & B on pg. 7-13)
- ☐ **Traffic Control Plans** (required for Utility permits OR if a street or lane closure is needed)
- ☐ **Work Area Plans / Sketch** (required for Utility permits / all other permits)
- ☐ **Completed Permit Application**

Your application will only be considered once all required forms are completed and all requested documents are submitted. To ensure timely issuance of the permit application, please submit the Encroachment Permit Application at least two weeks before the start of your work.

All transactions are final. Refunds will not be issued.





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: _____ Expires: _____ Issued By: _____

*** ALL SECTIONS OF THE PERMIT APPLICATION MUST BE COMPLETED; OTHERWISE, 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: _____

***SUB-CONTRACTOR INFORMATION:**

Authorized Sub-Contractor: _____ Sub-Contractor License No. _____

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

Sub-Contractor Address: _____ City: _____ State: _____ Zip: _____

Sub-Contractor Phone No: _____ Sub-Contractor Emergency Phone No: _____

***APPLICANT INFORMATION:**

Authorized Applicant Name: _____ Company Name _____

Applicant Email Address: _____ Applicant Phone No. _____

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

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

***SQ. FT. OF EXCAVATION:** _____ **BORE LF:** _____ **EST. WORK DATES:** _____

*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: _____

"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 Department 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 starting work, as well as 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 permits - See Section " H.") 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.(with exceptions to roll-off/dumpster permits - See Section " H.")
- H. Roll-off/Dumpster permit applicants must provide Liability Insurance & name the City as Additionally Insured or as Other Interest.

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. **(The complete language in "Section A." of the Indemnity Agreement must be added to the Certificate of Insurance that is submitted.)**
- 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 a authorized (representative | property owner) of _____ (organization | address) and I understand the terms and conditions of the insurance requirements for the Encroachment Permit.

Signature: _____

Date: _____



SAMPLE A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF INSURANCE COMPANY	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
YOUR COMPANY NAME AND ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1281557956

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY				4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORD 101. Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED PER ATTACHED ENDORSEMENT.

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.

CERTIFICATE HOLDER

CANCELLATION

City of Fillmore 250 Central Avenue, Fillmore, CA 93015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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SAMPLE B: (ROLL-OFF / DUMPSTER / MATERIAL STORAGE, DROP-OFF OR STAGING)

Evidence of Insurance for Mortgagee/Other Interests

This form is not the contract of insurance. It is a memorandum of coverage limited to mortgagee/other interests, provided at their request and applicable to the dwelling or building at the location below. The provisions of the policy will prevail in all respects. This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy. Should the insurance policy be cancelled by the company before the expiration date thereof, notice will be given in accordance with the policy provisions.

Policy Number:

Policy Type:

Policy Status:

Term Effective:

Renewal Date:

Insured:

Underwritten By:

Your

Agent:

Your Insured Property

Property Address

Coverages

Coverage	Limit	Coverage	Limit
Coverage A - Dwelling	\$xxxx	Coverage B - Separate Structures	\$xxxxxx
Extended Replacement Cost	xxx	Coverage D - Loss of Use	\$xxxx
(In Addition to Coverage A Limit)	xxx	Additional Living Expense Term	xxx Months
Coverage C - Personal Property	\$xxxx	Coverage F - Medical Payments to Others	xxxxx
Coverage E - Personal Liability	\$xxxxx	Building Ordinance or Law	
Personal Injury	Covered	(10% of Coverage A or B)	
Increased Limit for HOA Loss Payment	\$xxxxx	Coverage A	\$xxxxx
Water Backup and Sump Overflow	Not Covered	Coverage B	xxx
Cyber and Identity Shield	Not Covered	Roof Materials Loss Settlement	Replacement Cost

Deductible

Type of Loss	Deductible
Liability Losses	\$xxx
Applicable to each covered loss	xxx
Single Loss Deductible	Covered

SAMPLE B: (ROLL-OFF / DUMPSTER / MATERIAL STORAGE, DROP-OFF OR STAGING)

Evidence of Insurance for Mortgagee/Other Interests (continued)

Percent Deductibles adjust with changes to Cov. A Limit

City of Fillmore is named as additional insured. Policy 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.

SAMPLE B: (ROLL-OFF / DUMPSTER / MATERIAL STORAGE, DROP-OFF OR STAGING)

Evidence of Insurance for Mortgagee/Other Interests (continued)

Mortgagees and Other Interests

1st Mortgagee	Loan Number	Effective Date	Other Interest	Loan Number	Effective Date
			City of Fillmore 250 Central Ave Fillmore, CA 93015	Not Applicable	7/1/2024

Premium Details

Annual Premium:

Fees:

Total Premium:

Balance Due: \$0.00

* Bill with the amount due will be sent separately to mortgage company to collect payment.

Who Pays: Mortgagee

Payment Remittance Address

Payment Processing PO Box 0991
Center: Carol Stream, IL 60132-0991

Mortgagee Deductible Clause

The following provision applies only if a mortgagee is named in the declarations or renewal notice, and the mortgagee has foreclosed on the property prior to the date of loss: the applicable deductible for any interest of any mortgagee will be the smallest of the following amounts:

- 1) The deductible stated in the declarations or renewal notice; or
- 2) \$1,000.

This provision does not apply to loss or damage from earthquake, wind or windstorm including hurricane, tropical storm or cyclone, where a separate, increased deductible applies to loss or damage caused by any of these perils.

Authorized Representative

Date

438BFUNS Endorsement Included

SAMPLE B: (ROLL-OFF / DUMPSTER / MATERIAL STORAGE, DROP-OFF OR STAGING)

Evidence of Insurance for Mortgagee/Other Interests (continued)

Lender's Loss Payable Endorsement (Form 438BFU NS - Rev. May 1, 1942)

1. Loss or damage, if any, under this policy, shall be paid to the Payee named in the Declarations of this policy, its successors and assigns, hereinafter referred to as 'the Lender', in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
 2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agent of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
 3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
 4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
 5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
 6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
 7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
-

**SAMPLE B: (ROLL-OFF / DUMPSTER / MATERIAL
STORAGE, DROP-OFF OR STAGING)**

Evidence of Insurance for Mortgagee/Other Interests (continued)

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described in the Declarations of the policy.

Approved:

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CITY OF FILLMORE

ENCROACHMENT PERMIT STANDARD CONDITIONS

1. ALL CONTRACTORS AND SUBCONTRACTORS ARE TO FOLLOW APPROPRIATE OWNER NOTIFICATION PROTOCOLS FOR WORK THAT WILL IMPACT PRIVATE RESIDENCES AND/OR BUSINESSES. NOTIFICATION PROTOCOLS INCLUDE BUT ARE NOT LIMITED TO NOTIFYING ALL AFFECTED RESIDENCES AND BUSINESS OWNERS 72-HOURS IN ADVANCE OF ANY STREET CLOSURE, PARKING RESTRICTION, TEMPORARY LOSS OF PEDESTRIAN OR DRIVEWAY ACCESS, ETC. NOTIFICATION SHALL INCLUDE SCHEDULE WITH DURATION OF WORK AND A 24-HOUR CONTACT NUMBER FOR THE ON-SITE CONSTRUCTION MANAGER.
2. ALL CONTRACTORS AND SUBCONTRACTORS ARE TO BE LICENSED WITH THE CITY OF FILLMORE.
3. WORK VEHICLES MAY NOT BLOCK ROADWAYS AND DRIVEWAYS.
4. NO PRIVATE PROPERTY MAY BE ENTERED UPON WITHOUT EXPRESS PERMISSION FROM THE PROPERTY OWNER.
5. TRAFFIC CONTROL PLANS SHALL STATE THE APPROVED WORKING HOURS AND INCLUDE THE FOLLOWING NOTE:

“CONTRACTOR SHALL NOTIFY THE CITY OF FILLMORE 72-HOURS (NOT INCLUDING WEEKEND AND HOLIDAYS) IN ADVANCE OF PLACING ANY TRAFFIC CONTROL WITHIN THE PUBLIC RIGHT OF WAY. NOTIFICATION SHALL BE MADE BY EMAIL TO TCP-NOTIFY@CI.FILLMORE.CA.US WITH A COPY OF THE APPROVED TRAFFIC CONTROL PLAN ATTACHED.”

6. ENTRANCE AND EXITS TO ALL BUSINESS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES.
7. NO BORE HOLE/TRENCH WILL BE ALLOWED TO BE LEFT OPEN OVERNIGHT WITHIN THE PUBLIC RIGHT-OF-WAY.
8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING/RESTORING AND REPLACING ALL PUBLIC AND PRIVATE IMPROVEMENTS AFFECTED BY THEIR ACTIVITIES TO A CONDITION AS GOOD AS OR BETTER THAN EXISTED PRIOR TO HIS ACTIVITIES. THIS INCLUDES, BUT IS NOT LIMITED TO, PAVEMENT SECTIONS, SIDEWALKS LANDSCAPING AND IRRIGATION.
9. ALL TRENCHES AND OTHER STREET CUTS SHALL BE PERFORMED PER CITY OF FILLMORE STANDARD NO. 115 “STANDARD TRENCH DETAIL”.
10. ANY SIDEWALK, INCLUDING BIKEPATHS, THAT IS TRENCHED, POTHOLED, OR EXCAVATED SHALL BE REMOVED AND REPLACED TO THE NEAREST SCORE MARK OR EXPANSION JOINT. SIDEWALK TO BE REMOVED SHALL BE REMOVED IN A FULL WIDTH SECTION.
11. SIDEWALK AND DRIVEWAY REPLACEMENTS SHALL BE PERFORMED PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) STANDARD PLAN NO. 113-2 WITH CURB AND SIDEWALK JOINTS PER STANDARD PLAN NO. 112-2
12. WORKING HOURS ARE 8:00AM TO 3:30PM, UNLESS OTHERWISE NOTED ON THE APPROVED TRAFFIC PLAN; ANY DEVIATION FROM THESE WORKING HOURS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO ANY WORK OUTSIDE THESE HOURS



CITY OF FILLMORE
ENCROACHMENT PERMIT STANDARD
CONDITIONS (SCHOOL ZONE)

***APPLIES IF THE WORK OR WORK AREA IS NEAR A SCHOOL
DURING SCHOOL OPERATING HOURS***

1. ALL CONTRACTORS AND SUBCONTRACTORS ARE TO FOLLOW APPROPRIATE OWNER NOTIFICATION PROTOCOLS FOR WORK THAT WILL IMPACT PRIVATE RESIDENCES AND/OR BUSINESSES. NOTIFICATION PROTOCOLS INCLUDE BUT ARE NOT LIMITED TO NOTIFYING ALL AFFECTED RESIDENCES AND BUSINESS OWNERS 72-HOURS IN ADVANCE OF ANY STREET CLOSURE, PARKING RESTRICTION, TEMPORARY LOSS OF PEDESTRIAN OR DRIVEWAY ACCESS, ETC. NOTIFICATION SHALL INCLUDE SCHEDULE WITH DURATION OF WORK AND A 24-HOUR CONTACT NUMBER FOR THE ON-SITE CONSTRUCTION MANAGER.
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“CONTRACTOR SHALL NOTIFY THE CITY OF FILLMORE 72-HOURS (NOT INCLUDING WEEKEND AND HOLIDAYS) IN ADVANCE OF PLACING ANY TRAFFIC CONTROL WITHIN THE PUBLIC RIGHT OF WAY. NOTIFICATION SHALL BE MADE BY EMAIL TO TCP-NOTIFY@CI.FILLMORE.CA.US WITH A COPY OF THE APPROVED TRAFFIC CONTROL PLAN ATTACHED.”

6. ENTRANCE AND EXITS TO ALL BUSINESS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES.
7. NO BORE HOLE/TRENCH WILL BE ALLOWED TO BE LEFT OPEN OVERNIGHT WITHIN THE PUBLIC RIGHT-OF-WAY.
8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING/RESTORING AND REPLACING ALL PUBLIC AND PRIVATE IMPROVEMENTS AFFECTED BY THEIR ACTIVITIES TO A CONDITION AS GOOD AS OR BETTER THAN EXISTED PRIOR TO HIS ACTIVITIES. THIS INCLUDES, BUT IS NOT LIMITED TO, PAVEMENT SECTIONS, SIDEWALKS LANDSCAPING AND IRRIGATION.
9. ALL TRENCHES AND OTHER STREET CUTS SHALL BE PERFORMED PER CITY OF FILLMORE STANDARD NO. 115 “STANDARD TRENCH DETAIL”.
10. ANY SIDEWALK, INCLUDING BIKEPATHS, THAT IS TRENCHED, POTHOLED, OR EXCAVATED SHALL BE REMOVED AND REPLACED TO THE NEAREST SCORE MARK OR EXPANSION JOINT. SIDEWALK TO BE REMOVED SHALL BE REMOVED IN A FULL WIDTH SECTION.
11. SIDEWALK AND DRIVEWAY REPLACEMENTS SHALL BE PERFORMED PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) STANDARD PLAN NO. 113-2 WITH CURB AND SIDEWALK JOINTS PER STANDARD PLAN NO. 112-2
12. WORKING HOURS ARE 9:00AM TO 3:00PM, UNLESS OTHERWISE NOTED ON THE APPROVED TRAFFIC PLAN; ANY DEVIATION FROM THESE WORKING HOURS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO ANY WORK OUTSIDE THESE HOURS

