



CITY OF MORRO BAY

PUBLIC WORKS DEPARTMENT

955 Shasta Avenue
Morro Bay, CA 93442

ENCROACHMENT PERMIT APPLICATION

DATE: _____ NO. _____

FROM: (Contractor) _____

FOR: (Owner) _____

AT: (Address) _____

Describe the nature of your construction work including a site plan and traffic control plan:

License Required: Professional Contractors shall have a current license for their area of expertise
For Standard Encroachment Permits the contractor shall have a:

- General Engineering Contractor – License A, **or**
- General License Classification deemed suitable for the proposed work as defined by the California Contractor's State License Board and as approved by the City of Morro Bay City Engineer.

For Underground Encroachment Permits the contractor shall have a:

- General Engineering Contractor – License A, **or**
- Pipeline Contractor – C34, **or**
- License Classification deemed suitable for the proposed work as defined by the California Contractor's State License Board and as approved by the City of Morro Bay City Engineer.

For street closures – partial or full:

- Applicant shall provide a **traffic control plan** and indicate when a street is to be closed prior to approval of an encroachment permit.
- Applicant shall give Public Services 772-6261, Morro Bay Fire 772-6242, and Police 772-6225, Dial a ride and San Luis Obispo RTA 24 hour notice prior to closing the street.
- The applicant shall provide/post "no parking" signs 72 hours in advance.
- The applicant shall provide/post friendly advance 72 hour reminder to the neighbors advising them of the upcoming inconvenience and provide a contact phone numbers if there are any problems.

Anyone working within the city limits shall have a current city business license, provide evidence of current insurance with adequate coverage for the permitted work, shall indemnify and save harmless the City of Morro Bay, and provide an endorsement naming the City, its Officers and employees as additional insured.

Encroachment permits are not valid until underground service alert (USA) is active. Call USA (811) prior to any excavation, potholing, or boring.

See reverse for standard terms and conditions.

Owner / Applicant / Contractor (circle one)

Encroachment Permit General Provisions

1. Authority: Each Encroachment Permit is issued in accordance with the *City of Morro Bay Municipal Code, Title 12.*

2. Revocation: These General Provisions, and any Encroachment Permit issued hereunder, are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operating purposes in the public right-of-way.

3. Responsible Party: No party other than the named permittee or their agent is authorized to work under any permit.

4. Acceptance of Provisions: It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.

5. Notice Prior to Starting Work: Before starting work under the Encroachment Permit, the permittee shall notify the designated City representative two (2) working days prior to initial start of work. Unless otherwise specified, all work requiring inspection shall be performed on weekdays and during normal working hours (7:30AM – 4:30PM) of the City Inspector.

6. Standards of Construction: All work performed within the public right-of-way shall conform to recognized standards of construction and the current *City of Morro Bay Standard Drawings and Specifications, City Policies, the California Manual on Uniform Traffic Control Devices (CAMUTCD), the Work Area Traffic Control Handbook "WATCH" (for Construction and Maintenance Work Zones) and the most recent edition of the California Building Code (<http://www.bsc.ca.gov>) as amended and adopted by the City of Morro Bay in Title 14 of the Municipal Code (<http://www.morro-bay.ca.us/>.) All work shall be subject to monitoring, inspection, and approval by the City. The inspector must receive all inspection requests at least 4 hours prior to inspection. The permittee shall request a final inspection and acceptance of the work.*

7. Keep Permit on the Work Site: The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer on demand. *Work shall be suspended if permit is not at job site as provided.*

8. Conflicting Permits: If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the City. The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the City's permit.

9. Provisions for Pedestrians: Where facilities exist, a minimum sidewalk and bike path width of four feet (4') shall be maintained at all times for safe passage through the work area.

10. Protection of Traffic: Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of CAMUTCD. Traffic control for day or nighttime lane closures shall be in compliance with *Caltrans Standard Plans for Traffic Control Systems*. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.

11. Minimum Interference with Traffic: All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional vehicle traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in compliance with the CAMUTCD.

12. Storage of Equipment and Materials: The permittee shall delineate/cone off any obstacle, material stored, or equipment parked adjacent to the lane, to the satisfaction of the City Engineer. Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).

13. Care of Drainage: If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provisions shall be made by the permittee to provide for it as may be directed by the City Engineer.

14. Making Repairs, Maintenance and Clean Up Right-of-Way: In every case, the permittee shall be responsible for restoring to its former condition

as nearly as may be possible any portion of the public right-of-way facilities that has been excavated or otherwise disturbed by permittee. The permittee shall maintain, for one year, all portions of the public right-of-way disturbed and/or placed under any permit. If the facility is not restored as herein provided for, or if the City elects to make repairs, permittee agrees to bear the cost thereof. Upon completion of the work, all brush, timber, scraps, material, etc. shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started. The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to City facilities resulting from the encroachment.

15. Cost of Work: Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the public right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the City for such work.

16. Bonding: This permit shall not be effective for any purpose unless, and until the permittee files with the City a surety bond when required by the City Engineer in the form and amount required by City policy. The said bond shall remain in force for a period of one (1) year after acceptance by the City.

17. Responsibility for Damage/Indemnification: The City of Morro Bay and all officers and employees thereof, including but not limited to the Director of Public Services and the City Engineer, shall not be answerable or accountable in any manner, for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the City of Morro Bay and all officers and employees thereof, including but not limited to the Director of Public Services and the City Engineer, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the City, its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the City, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the City, the permittee, persons employed by the permittee, or persons acting in behalf of the permittee.

18. No Precedent Established: This permit is issued with the understanding that any particular action is not to be considered as establishing any precedent: (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within the public right-of-way; or (2) as to any utility of the acceptability of any such permits as to any other or future situation.

19. Archaeological: The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The City Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the City Engineer concerning the continuation of the work.

20. Future Moving of Installations: It is understood that whenever City construction, reconstruction or maintenance work in the public right-of-way requires the installation to be moved, adjusted or relocated, the permittee, at his sole expense, upon request of the City, shall comply with said request.

I have read and understand all the standard provisions

Signed _____

Date _____