



TYPE OF PERMIT: Driveway Special Event Storage Tree Trim/Removal Utility Service Connection Excavation _____

LOCATION OF WORK/ EVENT (Provide Nearest Street)
 Street No ('s) & Name: _____ Nearest Cross Street: _____ Distance from Cross Street (ft.): _____
 Additional Location Info: _____

DESCRIPTION OF WORK/ EVENT: _____

Start Date: _____ Estimated End Date: _____ Job Duration: _____ Traffic Control (No. Days If different from duration): _____
 ----- FILL IN ALL APPLICABLE -----
 Excavation Surface: _____ Total Proposed Driveways: _____ Estimated Construction Cost (\$): _____
 Excavation Total Length: _____ Days Materials/Moving Storage _____ Utility Connection(s): Sewer Water Storm
 Excavation Total Width: _____ Sidewalk Width: _____ Length: _____ No. of Utility Potholes: _____

PROPERTY OWNER
 Name: _____ Address: _____ City: _____ Zip: _____
 Phone: _____ Email: _____

APPLICANT Same as Property Owner
 Company: _____ Representative: _____ Phone: _____ Email: _____
 Address: _____ City: _____ Zip: _____ City Business Lic. No. _____

CONTRACTOR Same as Applicant
 Company Name: _____ Representative: _____ Phone: _____ Email: _____
 Address: _____ City: _____ Zip: _____ Field Contact Name: _____ Phone: _____
 Contractor Lic. No. & Class: _____ City Business Lic. No. _____

ATTACHMENTS: Plans Traffic Control Plan Insurance Certificate Sketch Other: _____

WORKING IN THE RIGHT OF WAY WITHOUT AN APPROVED PERMIT MAY BE SUBJECT TO DOUBLE FEES AND OTHER PENALTIES

ACKNOWLEDGEMENT
 I understand that any permit that may be granted as a result of this request may be revoked by City at any time. In consideration for issuance of this permit, 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, and the Standard Conditions included with this permit and any special conditions hereupon, or attached hereto.

I agree to comply with all conditions of approval for the permit as outlined here and on page 2 of this permit. I further agree to continually maintain all encroachments authorized by this permit in a condition acceptable to the City. 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.

Accepted by: _____
 Print Name Title Signature Date

FEES & DEPOSITS (STAFF ONLY)					
\$ _____	Driveway	\$ _____	Traffic Control	\$ _____	Borings/Monitoring
\$ _____	Excavations	\$ _____	Tree Trim/Removal	\$ _____	Utility Pothole
\$ _____	Material Storage	\$ _____	Utility Connection	\$ _____	Moving Pods
				\$ _____	Service Request
				\$ _____	Other:

Payment Required*: Yes No **Total Due:** \$ _____ **Public Works Approval:** _____
 Signature Date Exp. Date
 Paid _____ Initial by Community Development Finance

IF A PAYMENT IS REQUIRED THE PERMIT IS NOT VALID UNTIL PAID & VERIFIED BY COMMUNITY DEVELOPMENT OR FINANCE

Special Conditions: _____

Public Works Inspector Final Sign-Off: _____
 Print Name Signature Date



ENCROACHMENT PERMIT APPLICATION TERMS & CONDITIONS
PUBLICWORKSDEPARTMENT

1. Call the Inspector at least 24 hours prior to starting any work, covering up any of the work, and after work is complete. All lane closures must be scheduled in advance with the Inspector.
2. All work shall be completed prior to expiration of this Permit. The City reserves the right to suspend or cancel this Permit without advance notice if the Permittee fails to comply with any of the Terms and Conditions of this Permit, or of any of the Special Conditions (if any) of this permit, or with any of the Inspector's directives. In the event of such suspension or revocation, the Permittee shall be held liable for all costs incurred by the City in securing and restoring the right-of-way.
3. **Work Hours:** Unless superseded in writing work shall be restricted to the hours between 7 am and 4 pm, weekdays only, excluding national holidays. In addition, no work shall take place on City-recognized holidays. A list of City-recognized holidays will be provided upon request.
4. **Road Closures:** Unless otherwise authorized by the Inspector, road closures and detours are prohibited, and there shall be no lane closures before 8:30am or after 3:30pm. Maintain one 12-foot wide travel lane at all times. Provide lane closures in accordance with approved traffic control plans, or if none, in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD) and the Work Area Traffic Control Handbook (WATCH) except that delineator spacing shall be 1/2 that shown in the WATCH. Unless otherwise authorized by the Inspector, all activities related to temporary traffic control shall be performed by a California-licensed Class C31 – Construction Zone Traffic Control Contractor.
5. **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. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street. Pedestrian detour plans shall be approved by the City prior to construction.
6. Perform all work in accordance with the APWA Standard Specifications for Public Works Construction and as directed by the Inspector. Concrete shall conform to 560-C-3250 regardless of the work done. Trench slurry backfill shall conform to 100-E-100 (1 sack slurry). Asphalt shall conform to C2-PG 64-10. "Floaters" are not permitted. See the Inspector for additional details and requirements.
7. Inspect for compliance and maintain the work site as follows:
 - a. Inspect and remove daily: Remove graffiti from all materials, equipment, structures, and improvements including, without limitation, traffic control devices, project and other signage, construction facilities and equipment, temporary fencing, portable toilets, storage containers and refuse bins.
 - b. Inspect daily and comply with at all times: Place trash, rubbish, debris, and spoils materials in closed containers.
 - c. Inspect daily (**including non-working days**) and maintain at all times: Temporary fencing, and all traffic control devices for compliance with approved traffic control plans (or the CAMUTCD and the WATCH Manual, as applicable), and temporary fencing.
 - d. Inspect daily and comply with at all times: Keep road right-of-ways free of dirt and spillage at all times. Employ Best Management Practices to the Inspector's satisfaction to mitigate the adverse effects of water and air pollution.
8. **Remove all USA – Dig Alert markings** to the satisfaction of the City within 5 working days of completion of activities at each location of work, or upon Permit expiration or revocation, whichever occurs first. Restore all existing improvements to their pre-existing condition (and to the full satisfaction of the Inspector) within 15 working days of completion of activities at each location of work, or upon Permit expiration or revocation, whichever occurs first.
9. **Indemnification:** The Permittee agrees to indemnify and hold harmless the City of Port Hueneme, its officers, agents and employees, and each of them, (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, penalties, fees, losses, and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this Permit for: 1) bodily injury and/or death to persons including, without limitation, the Permittee and those persons under its control or direction or acting on the Permittee's behalf, the Indemnitees, and the public; and 2) damage to the property of anyone. To the fullest extent allowed by law, the indemnification provisions above shall apply regardless of the existence or degree of fault of the Indemnitees. As respects temporary traffic control, the above indemnification shall apply regardless whether the City's review of traffic control plans results in errors or omissions, and regardless of any City-directed changes to approved traffic control plans that may be made during the prosecution of work; provided, however, that said indemnification shall not apply where all of the following have been satisfied: such direction or changes are carried out over the written objections of the Permittee, said written objections include a statement that the direction given is potentially dangerous or defective, and said written objections include a detailed justification therefor and alternative design thereof.
10. **Liquidated Damages.** The Permittee agrees that failure to fully comply (at the City's sole determination) with each of the Terms and Conditions (and Special Conditions, if any) of this Permit will result in damages being sustained by the City. The Permittee agrees that such damages are, and will continue to be, impracticable and extremely difficult to determine, and agrees to pay the City the sum of \$500 for each violation, at each location, and for every consecutive calendar day of violation. The Permittee agrees that \$500 per violation per location per day is the minimum value of the cost and actual damage caused by noncompliance, that such sum is a liquidated damage and shall not be construed as a penalty, and that such sum may be deducted from any security deposit paid under this Permit.
11. The Permittee agrees that the above liquidated damages remedy shall not be the exclusive remedy available to the City, as the City reserves all legal and equitable rights it has in the event the Permittee fails to perform any of its obligations set forth herein. The Permittee further agrees if it fails to comply with any of the Terms and Conditions herein or with any of the Special Conditions (if any) of this Permit, or if the City determines that a health and safety situation exists requiring immediate attention, that the City may elect to perform any and all corrective actions it may deem necessary without notice, that all costs thereof shall be borne by the Permittee, and that such costs may be deducted from any security deposit paid under this Permit.
12. Work shall be done in accordance with plans prepared by the Permittee, or by those acting on the Permittee's behalf.
13. Work shall conform to the attached Special Conditions. In case of conflict between the Special Conditions and these Terms and Conditions, the Special Conditions shall govern.
14. A copy of the executed encroachment permit and traffic control plan shall be on site at all times during the work and must be shown to any representative of the City of Port Hueneme or any law enforcement officer on demand.
15. **Existing Facilities Replacement:** Any existing facilities damaged or removed shall be replaced in kind or better.
16. **Non-point Pollution Prevention:** The applicant is responsible to exercise Best Management Practices under this permit. Permittee shall employ best management practices (BMPs) as appropriate from the Caltrans Construction Site Best Management (BMP) Manual, latest edition, to control and prevent the discharge of sediment, debris and other construction related wastes to the storm drainage system. An erosion and sediment control permit may be required as determined by the Director of Public Works. It is the sole responsibility of the applicant to insure proper Best Management Practices to eliminate storm water pollution.
17. **Monumentation:** Contractor is responsible for preservation and/or perpetuation of all existing monuments which control subdivisions, tracts, boundaries, streets, highways, easements, or other right-of-way, easements, or provide survey control which will be disturbed or removed due to contractor's work. Project engineer/surveyor shall coordinate with contractor to reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professional Code section 8771.
18. The pavement along the entire length of the project, and all roads and streets used by the contractor for access to the site, shall be swept clean of all mud, dirt, gravel, dust and debris at the end of each work day or more frequently as otherwise necessary for safety and to maintain a neat and orderly appearance.
19. Unless approved, no material or equipment shall be stored within the right-of-way.
20. **Trench Plating:** Wherever traffic is permitted over or adjacent to trenches and other depressions, Contractor shall furnish and maintain steel plating unless other means of protecting the public and the work are accepted by the City. Plates shall be secured against movement including shifting and rocking by use of adjustable cleats, shims and other devices such as anchor and keys. No gaps between plates and other deficiencies hazardous to bicycles shall be allowed; and the existing pavement shall be protected from damage. Steel plating shall have a non-skid surface. Steel plates used for bridging shall extend not less than 12 inches beyond the edges of the trench. Recessed trench plates shall be used at the following locations: All arterial streets, all collector streets, at trench alignments not parallel with or perpendicular to the direction of traffic and locations determined by City Engineer to be necessary. The Contractor shall prepare for placement of plates over trench by grinding a relief 12 inches wide on each side of the trench by the thickness of the steel plate so that the surface of the steel plate is level with the adjacent pavement surface.
21. When concrete facilities are removed or damaged, such as but not limited to sidewalk and curb/gutter, contractor shall replace the facility in its entirety to the nearest control joint unless approved by City.

YOUR PERMIT IS NOT COMPLETE UNTIL FINAL INSPECTION AND THE PUBLIC WORKS INSPECTOR SIGNS OFF ON THE PERMIT