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STANDARD ENCROACHMENT PERMIT APPLICATION FOR UTILITIES AND AGENCIES

Dig Alert No. _____ Utility/Agency Job No. _____

Location of Work: _____

Description of Work: _____

Utility/Agency Name: _____

Mailing Address: _____

The undersigned Utility/Agency and Prime Contractor (if any), hereinafter jointly and severally referred to as "Permittee," hereby request permission to do work within the City right-of-way described above.

By their signature(s) hereunder, the person(s) signing this Standard Encroachment Permit Application ("Permit") certify under penalty of perjury under the laws of the State of California and the United States of America that the necessary actions have been taken to bind the Permittee to the Terms and Conditions set forth herein. See reverse side for Terms and Conditions.

For Utility/Agency: _____
(Print Name) (Signature) (Date)

Phone: _____ E-mail: _____

For Prime Contractor: _____
(Print Name) (Signature) (Date)

Contractor's Name: _____

Mailing Address: _____

Office Phone: _____ Field Contact: _____ Cell Phone: _____

Fax No. _____

Contractor's License No. and Class: _____

City of Port Hueneme Business License No. _____

Permit No. _____	Expiration Date: _____
<input type="checkbox"/> License: http://www2.cslb.ca.gov/CSLB_LIBRARY/License+Request.asp	
Permit Authorized By: _____	
Inspection Signoff: _____	

Fees and Deposits	
Permit Fee:	_____
Plan Check Fee:	_____
Property Use Fee:	_____
Other:	_____
Security Deposit:	_____
Total:	_____

**STANDARD ENCROACHMENT PERMIT APPLICATION FOR UTILITIES AND AGENCIES
TERMS AND CONDITIONS**

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. Do not set up a lane closure without the Inspector's authorization.
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. Unless otherwise authorized by the Inspector, work shall be restricted to the hours between 7 am and 4 pm, Monday through Friday. In addition, no work shall take place on City-recognized holidays. A list of City-recognized holidays will be provided upon request.
4. Unless otherwise authorized by the Inspector, road closures and detours are prohibited, and there shall be no lane closures before 8:30 am or after 3:30 pm. 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 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 a California-licensed Class C31 – Construction Zone Traffic Control Contractor.
5. 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.
6. Inspect for compliance and maintain the work site as follows:
 - 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.
 - Inspect daily and comply with at all times: Place trash, rubbish, debris, and spoils materials in closed containers.
 - 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 WATCH Manual, as applicable), and temporary fencing.
 - 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.
7. **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.
8. 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.
9. **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.

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.

- Work shall be done in accordance with plans prepared by the Permittee, or by those acting on the Permittee's behalf.
- 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.