Encroachment Permit # ___________________ Project # ___________________

Applicant/Applicant ________________________________

Signature ________________________________

City Inspector ________________________________

City Drawing # ________________________________

In addition to the following conditions this permit is also subject to conditions included in the City of Thousand Oaks Municipal Code Section 7-2.

Applicant herein is defined as Owner/Developer/Applicant/Applicant and their agents.

INSURANCE

_____ Liability Insurance The Applicant shall provide an insurance certificate naming the City, its employees and officers as additional insured. The certificate shall specify that the policy shall not be amended or cancelled without giving at least 30 days prior written notice to the City. The amount of coverage of said insurance shall be not less than a combined single limit of $ ____________ general liability with $ ____________ automotive liability.

BONDING/LIQUIDATED DAMAGES

_____ Surety An encroachment permit security in the form of a bond, cash, or Certificate of Deposit in a federal or state chartered banking institution shall be made in the amount of $ ____________. This shall be an irrevocable deposit in the name of the City of Thousand Oaks that will remain in force until released by the City of Thousand Oaks. Any unpaid invoiced liquidated damages, as specified herein, will be drawn against the surety bond.  **FAILURE TO COMPLETE THE PROJECT IN A TIMELY FASHION SHALL RESULT IN THE CITY CALLING THE BOND.**

_____ Traffic Patterns The Applicant shall be assessed liquidated damages in the amount of $ ____________ per day shall be assessed for each day that traffic is not returned to normal patterns between the hours of ________ and ________.  

_____ Cleanliness The Applicant shall be assessed liquidated damages in the amount of $ ____________ per day for each occurrence dust is not abated/streets not cleaned.

_____ Schedule The Applicant shall be assessed liquidated damages in the amount of $ ____________ per day construction exceeds the allotted permit time period.
OTHER PERMITS

_____ Shoring  Trench shoring shall be per Cal-OSHA requirements.

_____ Private Access  It is the sole responsibility of the applicant to obtain permission from private property owners before entry and installation of facilities thereon.

_____ NPDES  To comply with the National Pollution Discharge Elimination System (NPDES) program, a copy of the SWPCP shall be submitted to the City before a permit is issued.

_____ SWPPP Copy  To comply with the NPDES, a "Notice of Intent" (NOI) will be applied for from the State Water Quality Control Board and an approved copy, including WDID and SWPPP, shall be submitted to the City before a permit is issued.

PRE-CONSTRUCTION MEETING

_____ A pre-construction meeting shall be held prior to any construction starting.

UTILITY ARRANGEMENTS

_____ Applicant shall file with the City Engineer, prior to commencement of any work to be performed pursuant to this permit, a written statement signed by Applicant and each public utility serving the property, confirming that Applicant has made all arrangements required and necessary to provide public utility service to the project. For purposes of this paragraph, the term “public utility” shall include, but is not necessarily limited to, a company providing natural gas, water, wastewater, electricity, telephone, or cable television service.

TIME FOR COMMENCEMENT AND COMPLETION

_____ Applicant shall commence the construction and installation of the Improvements within 30 days from the date of issuance of this permit, and shall diligently proceed to complete the construction of all of the Improvements including final punch list items within the time frame listed on the permit. Failure of Applicant to work on the Improvements for 30 consecutive days is a breach of this permit subject to the notice requirements in these conditions. Upon good cause shown, the City Engineer may waive a breach under this section. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown. Any waiver by the City Engineer under this section shall not relieve the sureties’ liability on the bond to secure the faithful performance under this permit, including providing site erosion control, clean-up, and security during any work stoppage.

_____ The Applicant is hereby put on notice that the additional and revised fees may be charged, and new or updated improvement standards may be imposed, as a condition of any waiver granted by the City Engineer under this section.

CONSTRUCTION SEQUENCE

_____ Applicant shall begin within the pre-approved area specified in the encroachment permit. The area shall be substantially completed and paved before a permit is issued to begin work in the next area.
Applicant shall notify the Public Works Inspector 24 hours prior to starting work and submit written weekly schedules of all work being performed.

CONSTRUCTION SAFETY

Applicant shall have a responsible foreman on EACH job site at all times. Foreman shall exercise rigid control and constant supervision of work force.

Applicant shall clean up immediately after trenching operation.

Construction materials shall not be stored in the "Public Right of Way" unless proper barricading is used, pedestrian traffic is not impeded, and all locations are pre-approved by the Inspector.

Where pedestrian pathways exist, they must be kept open at all times or other City-approved means provided for safe passage.

TRAFFIC SAFETY

Flagmen shall be required per traffic control plan or as deemed necessary by the Public Works Inspector. All trenches shall be delineated with Type II barricades with flashers at maximum 10’ intervals immediately after trench cut until paved.

"NO PARKING" notification shall be posted a minimum 48 hours prior to initiation of work.

Any existing traffic striping, other markings and/or devices shall be replaced or repaired immediately.

Access to all driveways must be provided at all times.

All signalized intersections shall be placed in flashing operation while working in the area of the intersection.

The Applicant shall notify the City 24 hours prior to any change in the operation of the signals.

Applicant shall prepare a 100 scale traffic detour plan (based on aerial photos available at Public Works) for review and approval by City Traffic Engineer prior to permit issuance / work starting.

EXCAVATIONS

All installations in residential/secondary roads shall have minimum depth of 36” from existing surface to top of the uppermost conduit.

Sidewalks and curbs may/shall be bored.

Prior to initiating work, applicant is solely responsible to locate existing utilities and mitigate all conflicts.

No trenches shall be allowed under oak trees except as approved by an oak tree permit. Longitudinal trenching is not allowed in parkways within the drip lines of trees.
Applicant shall remove all small AC floaters (less than 4’ along any side)

No trenches in the "Public Right of Way" may remain open overnight unless approved in writing by the City Engineer (Plate 8-17 and 8-18).

Edge of the trench shall be no closer than 2" to gutter flow line.

**BACKFILL**

Applicant shall BACKFILL per plate 8-14 (1 or 2 sack sand-slurry) on same day trench is dug. The sand slurry shall be flush with the finished surface.

Areas not under pavement may BACKFILL with excavated native material on the same day trench is dug. Compaction testing is required in all trenches within the BACKFILL zone beginning one foot above the pipe sofit and ending at the paving base subgrade. Compaction shall be 90% minimum.

Jetting/flooding is not permitted unless otherwise pre-approved, except in pipe zone.

A screed shall be used to place slurry, to ensure a uniform thickness.

**REPAVING**

Broken AC shall be saw-cut and removed as directed by Inspector.

Applicant shall cold plane 2" deep and a minimum of 18" on both sides of the trench. If the trench is closer than 18” to the edge of the concrete gutter, the trench shall be cold planed 2” deep beginning at the edge of the gutter and extending 18” beyond the outside edge of the trench, or as directed by the Public Works Inspector.

The grindings shall be removed and the trench cleaned thoroughly by sweeping. The tack coat, fabric and, asphalt shall not be placed until the area to be paved is cleaned to the satisfaction of the Public Works Inspector.

Applicant shall place the 1½” overlay. A state ½ “ intermediate AR-4000 grade asphalt is authorized to be used as the overlay material.

**SPECIAL INSPECTIONS**

Existing curb, gutter, sidewalk, parkways and private property adjacent to the work area shall be video taped prior to work beginning. A copy of the videotape shall be given to the City as part of the construction record. Any damage to streets, sidewalks, curbs and gutter and/or other appurtenances within the right of way, will be repaired immediately so as not to create a safety hazard.

All locations of above ground street furniture to be approved by City of Thousand Oaks inspector prior to installation. The 4-foot path-of-travel required by federal and state handicap access laws shall not be encroached into.
SITE RESTORATION

Applicant shall restore parkway/private property improvements that are damaged or destroyed during the course of construction within five days.

Any service line damaged during excavation or trench repair shall be given immediate attention. The affected utility company must be contacted within 30 minutes of the break and repairs expedited.

RECORD DRAWINGS

Applicant shall keep accurate records on a set of project blue line prints of all additions and deletions to the work, and of all changes in location, elevation and character of the work, not otherwise shown or noted on the Improvement Plans. Prior to acceptance of the work, Applicant shall deliver to the City Engineer for approval and retention a set of record drawings or update existing record drawings showing the facilities actually installed. The drawings shall be on 4 mil thick Mylar and will become City property.

GUARANTEE OF IMPROVEMENTS

Applicant shall guarantee the Improvements constructed under this permit for a period of one year following acceptance by the City Engineer against any defective work or labor done, or defective materials furnished. A guarantee security in an amount of at least ten percent (10%) of the estimated cost of the Improvements shall be posted guaranteeing the replacement or repair of any defect in the Improvements; however, the amount of the guarantee security shall not limit the Applicant's obligations under this section.

In the event any Improvements are determined to be defective within the guarantee period, Applicant shall without delay and without any cost to City, repair, replace or reconstruct any such defective work or material upon written notice by City. Should Applicant fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Applicant can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Applicant shall pay to City the actual cost of such repairs, plus an amount for overhead authorized by the City Municipal Code.

GUARANTEE OF STREET REPAIRS

All street repairs shall be guaranteed by the Applicant for five years from the date of permit issuance. In the event any remedial work is required by the City Engineer during this period, the work shall be undertaken by the Applicant within 30 days of notice. If the repairs are not started within the required 30 days, the City will cause the repairs to be done and bill the applicant for all costs.

COSTS AND ATTORNEY FEES

In the event that Applicant fails to perform any obligation hereunder, Applicant agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including cost of suit and reasonable attorneys' fees.
BINDING ON SUCCESSORS IN INTEREST

All provisions of this permit shall be binding on the parties and their executors, administrators, assigns and successors in interest.

APPLICANT NOT AGENT OF CITY

Neither Applicant nor any of Applicant's agents or applicants are or shall be considered to be agents of City in connection with the performance of Applicant's obligations under this permit.

NOTICE OF BREACH AND DEFAULT

If Applicant refuses or fails to complete the Improvements, or any severable part, in accordance with the requirements of this permit, or if the Applicant should be adjudged bankrupt, or Applicant should make a general assignment for the benefit of Applicant’s creditors, or if a receiver should be appointed in the event of Applicant's insolvency, or if Applicant, or any of Applicant’s applicants, subapplicants, agents, or employees, should violate any of the provisions of this permit, City may serve written notice of breach and default upon Applicant and Applicant’s surety.

BREACH OF PERMIT: PERFORMANCE BY SURETY OR CITY

In the event of any such notice of breach of this permit, Applicant’s surety shall have the duty to take over and complete the work and the improvements herein specified. This duty includes providing erosion control, clean-up, and security of the improvement site during any work stoppage. The surety shall, within five days of receipt of the Notice of Breach, advise the City of its intention to take over performance of the permit. If the surety does not commence performance of the permit within 20 days, the City may take over the work and pursue the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Applicant, and Applicant’s surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Applicant as may be on the site of the work and necessary therefore. The rights of City provided in this section are in addition to and cumulative to any and all other rights of City as provided by law and any election by City to proceed pursuant to the provisions of these conditions shall not be construed as being in lieu of any other such rights provided by law.