



# CITY OF THOUSAND OAKS PUBLIC WORKS DEPARTMENT

File ID # \_\_\_\_\_

ENCROACHMENT PERMIT # \_\_\_\_\_

Entitlement # \_\_\_\_\_

Permittee \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Contractor \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

State Contractor's License # \_\_\_\_\_ Classification \_\_\_\_\_ Exp. Date \_\_\_\_\_

Description of encroachment work \_\_\_\_\_

Address/location of work \_\_\_\_\_

Permit Fee \$ \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt # \_\_\_\_\_

Plan Check Fee \$ \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt # \_\_\_\_\_

Inspection Fee \$ \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt # \_\_\_\_\_

TOTAL FEES \$ \_\_\_\_\_

Security/Bond \$ \_\_\_\_\_ Date Paid \_\_\_\_\_ Receipt # \_\_\_\_\_

Bond # \_\_\_\_\_ Bonding Agency \_\_\_\_\_

City Grading Permit # \_\_\_\_\_ City Paving/On-site Improvement Permit # \_\_\_\_\_

City Drawing # \_\_\_\_\_ Conditions of Approval Resolution # \_\_\_\_\_

City Wastewater yes  no  Record Drawings Required yes  no

City Water yes  no  Caltrans Permit Required yes  no

VCWPA Permit Required yes  no  Certificate of Insurance: On File  Attached

### 48 hours prior to starting work or scheduling an inspection

Please contact inspector \_\_\_\_\_ at (805) \_\_\_\_\_

Special Conditions Attached Yes  No  Pre-construction Meeting Required Yes  No

All attached addenda are a part of this permit. If checked or listed, the following are conditions of this permit (in addition to those on the reverse):

- Notification to area businesses/residents
- Traffic control (Plate 8-15)
- Trench repair (Plate 8-14)
- Steel trench plates (Plate 8-18/19)
- Traffic control plan attached
- Erosion control plan
- Other \_\_\_\_\_

This permit authorizes only that work described above. All modifications to this permit must be approved in writing prior to construction. I/we hereby acknowledge that I/we have read both sides of this application and all addenda, and I/we agree to abide by all conditions and specifications of this permit.

Signature \_\_\_\_\_  
Authorized Agent for Permittee \_\_\_\_\_ Date \_\_\_\_\_ Print Name, Title \_\_\_\_\_

Permit Start Date \_\_\_\_\_ Issued by Public Works Dept. \_\_\_\_\_

Expiration Date \_\_\_\_\_ Date \_\_\_\_\_

Time Extension/Expiration Date \_\_\_\_\_ Issued By \_\_\_\_\_ R# \_\_\_\_\_ Date \_\_\_\_\_

\*\*\* All Conditions on Reverse Side SHALL apply \*\*\*

# CONDITIONS OF THIS PERMIT

Encroachment Permit No.: \_\_\_\_\_

*This permit is subject to Thousand Oaks Municipal Code (TOMC) Title 7, Chapter 2, including those that are checked and/or written on the front of this permit. Failure to comply with the conditions, as well as all applicable local, state and federal laws and regulations shall void this permit.*

**Hold Harmless** The Permittee and/or Contractor shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for personal injury, including death, as well as from claims for property damage which may arise from Subdivider The Permittee and/or Contractor, sub-contractors, agents or employees operating under this Agreement, whether such operations be by The Permittee and/or Contractor, sub-contractors, or by any one or more persons directly or indirectly employed by, or acting as an agent for The Permittee and/or Contractor or sub-contractors. The Permittee and/or Contractor agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused or alleged to have been caused, by reason of any of the work, acts and obligations of The Permittee and/or Contractor referred to in this Agreement. The duty to defend includes all payment of court costs, attorney's fees, expert witness fees, investigation costs, claims adjustment costs and any other costs related to the litigation.

The City does not, and shall not, waive any rights against The Permittee and/or Contractor which it may have by reason of the above defense indemnity/hold harmless provision because of the acceptance by City, or the deposit with City by The Permittee and/or Contractor, of any of the insurance policies described in Section 19. The above defense indemnity/hold harmless obligation by The Permittee and/or Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the work, acts and obligations of the The Permittee and/or Contractor referred to in the paragraph, regardless of whether or not City has prepared, supplied or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

The Permittee and/or Contractor hereby indemnifies City and agrees to hold City harmless from all loss, damage, and expense incurred by City as a result of the absence of adequate easements to operate, maintain, repair, renew and replace the water, wastewater, and/or storm drain systems, as applicable.

**Traffic Control** The Permittee and/or Contractor shall, at their expense, furnish, install and maintain adequate traffic control devices in accordance with the most current California Manual of Traffic Control Devices (CA MUTCD), and as may be required by the City's representative. If checked on the reverse side of this permit, a traffic control plan reviewed by the Traffic Division is required prior to issuance of this permit.

**Notification** Permittee and/or Contractor may be required to notify businesses/residents within 300 feet of the construction zone (box on reverse side will be checked if this is required). Permittee and/or Contractor is/are hereby advised to notify Underground Service Alert and OSHA.

**Obstructions and Access** A minimum of one 12-foot wide traffic lane in each direction shall be provided at all times, unless modified by the City's representative. Construction activities shall be conducted in a way that minimizes inconvenience to the public and adjacent property owners. Vehicular access to businesses, buildings and driveways shall be maintained in good condition throughout the work area. Safe pedestrian access shall also be provided.

**Stormwater Quality** The storm drain system shall not be used to directly dispose of any wastewater or debris. The Permittee and/or Contractor shall, at their expense, implement appropriate Best Management Practices (BMP's) to reduce, to the maximum extent practicable, the discharge of pollutants to the storm drain system.

**Working Hours** The applicant is advised that City Hall is closed on alternating Fridays, and as such, inspection services are not available on those particular dates. The applicant shall schedule any and all City inspections accordingly. A schedule of City Hall hours may be obtained from City Hall or at the City's website [www.toaks.org](http://www.toaks.org). Any work occurring after 3:30 p.m. weekdays, alternate Fridays or on Saturday will be subject to overtime inspection fees. No Sunday work will be permitted unless written permission is obtained from the Public Works Director.

**Excavation Work** All excavation and restoration work, including removal of underground facility location markings, shall be completed within 30 days of the initial excavation. The method used to remove the markings is subject to approval by the City.

**Insurance** Applicant shall provide an insurance certificate naming the City, its employees and officers as additional insured.