



City of Oroville

Public Works Department

1735 Montgomery St
Oroville, CA 95965
PH: 530-538-2401
www.cityoforoville.org

PW _____

ENCROACHMENT PERMIT

JOB LOCATION		
APN: _____ - _____ - _____		
Address of Work: _____		
OWNER		
Name: _____		
Address: _____		
City/State/Zip _____		
Phone: _____		
Permit Contact Email: _____		
WORK TYPE AND PLANS		
Description of Work: _____		
WORK REQUIRES TRENCHING?	YES	NO
PROJECT PLAN(S) ATTACHED?	YES	NO
TRAFFIC CONTROL PLAN REQUIRED?	YES	NO
PLANNED DURATION OF WORK:		
FROM DATE: _____		
TO DATE: _____		
WORK PERFORMED BY		
Contractor	Utility Company	
Contractor's Name _____		
Address _____		
City/State/Zip _____		
Phone: _____	Fax: _____	
E-mail: _____		
LICENSED CONTRACTOR'S DECLARATION		
By signing this permit application below, I hereby affirm <i>under penalty of perjury</i> that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect (Utility companies exempt if using own forces).		
Contractor/Applicant Name (Print): _____		
Contractor/Applicant Signature: _____		
Application Date: _____		
License No.: _____		

PERMIT CONDITIONS (BY CITY)		
PERMIT IS:	APPROVED	DENIED
Reason for Denial: _____		
Conditions: Permit is approved subject to the conditions listed below AND the General Conditions listed on Page 2 of this permit form		
1. Underground Service Alert shall be notified no less than two working days prior to the start of any excavating.		
2. All work shall conform to plans submitted by applicant and the City's construction standards.		
3. Pre-Construction Meeting Required?	YES	NO
4. Pre-Paving Inspection Required?	YES	NO
5. CLSM backfill for utility trenches?	YES	NO
6. Other Conditions: _____		
Approval Date: _____ Expiration Date: _____		
Approval By: Director of Public Work		
For Brian Ring, City Administrator		
Approving Signature: _____		
Final Inspection By: _____ Date: _____		
Permit Final Date: _____		
Comments: _____		
Scanned _____		
PERMIT ISSUANCE FEES		
Encroachment Permit Fee		_____
Administrative Fee		_____
Tech. Cost Recovery Issuance Fee		_____
Check #	Cash	Credit Card
TOTAL		_____

I, the undersigned applicant, shall defend, indemnify and hold harmless the City of Oroville and its officers, officials, employees and agents from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of myself, anyone directly or indirectly employed by me or anyone for whose acts I may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Oroville.

GENERAL CONDITIONS

1. It is understood and agreed that the City has prior right to the use of its rights of way. It is further understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the provisions contained herein and failure on the Permittee's part to comply with any provision will be cause for revocation of this permit. Except as otherwise provided for public agencies and franchise holders, this permit is revocable at any time. This permit is to be on the job site at all times while the work is being done.
2. All work shall be done subject to the supervision of and to the satisfaction of the Public Works Department of the City of Oroville. The Permittee shall, at all times, during the progress of the work, keep the City Road in as neat and clean a condition as is possible and upon completion of the work granted herein, shall leave the City Road in a thoroughly neat, clean, and usable condition. Best Management Practices (BMP's), where applicable, shall be used and maintained during and after construction to prevent any sediment or other construction related pollutants from leaving the job site and entering the City right-of-way or a drainage structure. All costs incurred by the City from the encroachment permit holder's failure to keep the roadway or drainage structures clean during and after construction activities will be billed to and become the responsibility of the property owner. A building permit associated with this permit, if applicable, will not be finalized until all conditions are met to the satisfaction of the City.
3. The Permittee agrees by the acceptance of this permit to properly maintain any encroachment placed by the Permittee on any part of a City road and to immediately repair any damage to any portion of the road, which occurs as a result of the encroachment, until such time as the Permittee may be relieved of the responsibility of such encroachment by the City.
4. No material used for fill or backfill in the construction of the encroachment shall be borrowed or taken from within the City right-of-way.
5. At least one lane of any public road, and other public roads junctioning or intersecting therewith, shall be kept open for travel by the general public at all times. No public road shall be closed to travel by the general public without special permission, in writing, from the City.
6. The Permittee, by the acceptance of this permit, shall assume full responsibility for all liability for personal injury or damage to property which may arise out of the work herein permitted or which may arise out of the failure on the part of the Permittee to do the work provided for under this permit. In the event any claim of such liability is made against the City or any department, official, or employee thereof, the Permittee shall defend, indemnify, and hold them and each of them harmless for such claim.
7. All excavations shall be backfilled and compacted immediately after work therein has been completed. Trenches shall not be left open farther than three hundred feet (300') in advance of pipe laying operations or two hundred feet (200') to the rear thereof, unless otherwise permitted by the City Engineer. Unless otherwise permitted by the City, backfill shall be placed and mechanically compacted in such a manner that the relative compaction throughout the entire fill within the City road right-of-way shall conform to the conditions as stated below. Permittee shall notify the City's Construction Inspector twenty four hours (24) before backfilling and/or paving.
8. Utility company trench excavations shall be backfilled with a self compacting controlled low strength material (CLSM) approved by the City. Exceptions to this condition for large utility trenching projects may be made at the discretion of the City Engineer.
9. At the discretion of the City Engineer, and dependent upon the nature of the work, density testing of backfill material may be added as a condition of the permit. Density testing, if conditioned, shall require a density curve of the proposed backfill material provided by a qualified materials testing laboratory. The cost for compaction testing shall be paid for by the owner or permittee.
10. The relative compaction from a plane twelve inches (12") above any placed utility, or the bottom of the excavation, to finish surface grade or subgrade in the event asphalt or concrete is to be placed, shall be no less than ninety-five percent (95%) as determined by density testing. Material for use as trench backfill in any existing or proposed roadway section shall be Class II aggregate base placed in lifts not to exceed eight inches (8"), and be compacted to a relative compaction of not less than ninety-five percent (95%).
11. Any pavement shall be saw cut before trenching.
12. The minimum depth of cover over all underground utilities shall be twenty four inches (24") unless otherwise approved by the City Engineer.
13. All installations, parallel with roadway, shall be placed as close to the right-of-way line as possible. No portion of the backfill(s) shall be compacted by ponding or jetting.
14. All pavements, curbs, gutters, sidewalks, borrow ditches, pipes, headwalls, road signs, trees, shrubbery, and/or other permanent road facilities impaired by or as a result of construction operations at the construction site(s), or at other ground(s) occupied by materials and/or equipment, shall be restored immediately upon backfilling or the excavation to the original grades and cross sections, and to a condition as good as, or better than, existed prior to the construction.
15. All surfacing materials of roadways and driveway approaches cut or damaged by or as a result of construction operations, shall be replaced within TWO WEEKS (14 Days) following the backfilling of excavation, weather permitting, with compacted layers of surfacing materials at least as thick as the existing, and not less than three inches (3") of asphalt concrete over eight inches (8") of aggregate base.
16. Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
17. The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction. Permittee shall cause to be placed, erected, and maintained all warning signals, lights, barricades, signs, and other devices or measures essential to safeguard travel by the general public over and at the site of work authorized herein.
18. If the construction work covered by this permit is to be done by a private contractor hired by the applicant, applicant shall notify contractor as to the special conditions and requirements contained herein.
19. The fees listed in City's encroachment permit fee schedule are designed to cover costs for minor encroachments requiring no more than two inspections. For larger projects requiring for than two inspections, at the discretion of the City Engineer, inspection fees may be assessed at 3% of the engineers estimate of cost.