

DEPARTMENT OF PUBLIC WORKS

ENCROACHMENT PERMIT  
(Chap. 12.04 H.M.C.)

No. \_\_\_\_\_

PROPERTY OWNER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS/APN \_\_\_\_\_ PHONE \_\_\_\_\_

LOCATION AND NATURE OF WORK \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

EVENING/WEEKEND CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

ESTIMATED STARTING DATE \_\_\_\_\_ COMPLETION DATE \_\_\_\_\_

In signing this permit, contractor agrees to terms and conditions stated hereon and/or attached hereto.

Signature of Contractor \_\_\_\_\_ Date \_\_\_\_\_

Required attachments:  Plans  Contractor's License  City Business License  
 Liability Insurance  Automobile Insurance  Worker's Compensation

This permit must be kept on the work site and shown to any authorized agent of the Director of Public Works on request. Required inspection shall be requested by calling 585-2570 at least twenty-four (24) hours in advance.

All work shall conform to the City of Hanford Standard Plans and Specifications and the following special provisions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FEE \$ \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_ GRANTED BY \_\_\_\_\_

Permit Type:  Concrete  Paving  Sewer  Water  Other

White: Applicant Yellow: File Pink: Inspector

## CERTIFICATE OF ACCEPTANCE

This is to certify that the above construction has been inspected and found to conform to the City of Hanford Standard Specifications and the requirements of this permit.

DATE \_\_\_\_\_ INSPECTED BY \_\_\_\_\_

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Contractor agrees that all work on City of Hanford ("City") rights of way or easements and all work performed pursuant to this Encroachment Permit shall comply with the following terms and conditions, and Contractor agrees to be bound by the following terms and conditions and perform the same:

1. Barricades must be kept on all trenches, excavations and obstructions. Warning lights must be maintained at night. All signs, flags, lights and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Other Devices for Use in Performance of Work Upon Highways" issued by the State of California Department of Public Works. Continuous vehicle and pedestrian access shall be maintained unless specifically otherwise permitted on the Encroachment Permit.
2. Access to fire hydrants shall be maintained at all times.
3. No street shall be closed without first obtaining consent from the City, which consent may be withheld in the sole and absolute discretion of the City. Should the City give its consent to such street closure, Contractor shall notify the Hanford Fire Department at 585-2545 and the Hanford Police Department at 585-2540 at least 24 hours in advance of the street closure. An estimate shall be given on how long the closure is expected to last, and notification shall be given when the street is reopened.
4. Refuse or unused materials shall be removed from all City rights of way, easements and streets within three (3) days after completion of the work.
5. All work within the City's rights of way, streets, or easements is guaranteed for a period of one year from the date of acceptance. Failure of the City to detect flaws in the work shall not relieve Contractor of this responsibility.
6. Failure to comply with the terms and conditions of this Encroachment Permit in its entirety will result in the City performing any compliance work. Contractor agrees to reimburse City within five (5) days of the date of City's request any and all costs and expenses incurred by City to perform any compliance work.
7. Any encroachment not properly or promptly maintained will be repaired or removed by the City. Contractor agrees to reimburse City within five (5) days of the date of City's request any and all costs and expenses incurred by City to perform any such repair or removal.
8. Contractor hereby agrees to defend, protect, indemnify and hold harmless the City and its officials, officers, employees and agents from and against any and all liabilities, losses, indemnities, costs, expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever related to or arising from:
  - a) injury to or death of any persons or damage to any property in any manner rising out of or in connection with or related to any work or other act of Contractor pursuant to this Encroachment Permit;
  - b) any damage to or loss of the fiber optic lines, irrigation pipeline or other improvements installed by Contractor.This indemnity provision shall survive the termination of this Encroachment Permit.
9. No permit will be issued to any Contractor who has outstanding fees, charges or work not in compliance with terms of any permit issued by the City.
10. This Encroachment Permit will expire on the date specified for completion.
11. Working hours are Monday through Friday between 7 a.m. and 5 p.m. Additional hours may be approved by the City Engineer.
12. All required certificates of insurance must have the City of Hanford added as an additional insured and have limits of \$1,000,000 minimum.
13. Contractor shall register the location of all utilities including fiber optic lines, irrigation pipelines and all other improvements placed in the City street or right of way by Contractor with Underground Service Alert.
14. Contractor hereby remise, release and forever discharge the City and its officials, officers, employees, agents and contractors, and their respective predecessors, successors or assigns from any and all claims, actions, causes of action of any nature and for all liabilities, damages, costs, expenses and obligations of every kind and character in any way related to any loss of or damage to all utilities including fiber optic lines, irrigation pipelines and all other improvements placed in the City streets, easements or rights of way by Contractor. Contractor hereby waives the benefits of the provisions of Section 1542 of the California Civil Code of the State of California which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."