

**CITY OF HERCULES - ENCROACHMENT PERMIT**

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

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

PERMITTEE	FOR OFFICE USE ONLY
Name:	
Address:	Permit / Inspection Fee:
Telephone	( ) Bond Required: Amount
CONTRACTOR	Date Posted:
Name:	Date Released:
Address:	
	Plans Submitted:
Emergency Tel. No.	Office Review By:
State License & Type	Inspected By:
	Acceptance Date:
City License No.	Comments
PERMIT FOR:	
( ) Utility                      ( ) Sidewalk	( ) Plan Attached
Type:	
( ) Driveway                      ( ) Sewer	Sketch:
( ) Other	
Location / Work Address:	
Description of Work: _____	
_____	
_____	
_____	

**SPECIAL REQUIREMENT:**

- ( ) Bore Under \_\_\_\_\_
- ( ) Saw Cut AC                      ( ) Cement Slurry Backfill (Typical Section Attached)
- ( ) Backfill \_\_\_\_\_ ABS \_\_\_\_\_ AB CL.2 \_\_\_\_\_ AC
- ( ) Concrete Type \_\_\_\_\_
- ( ) Traffic Control Plan Required (Must be approved by City Engineer)
- ( ) City of Hercules Standard Plans \_\_\_\_\_
- ( ) Other \_\_\_\_\_

Permittee shall complete all work on or before \_\_\_\_\_ unless an extension is granted by the City Engineer or his authorized representative.

I hereby acknowledge that I have read this application and agree to comply with all the terms and conditions of this permit.

\_\_\_\_\_  
Signature of Permittee / or Authorized Representative

\_\_\_\_\_  
Date

**APPROVED: CITY OF HERCULES PUBLIC WORKS DEPARTMENT**

\_\_\_\_\_  
City Engineer

\_\_\_\_\_  
Date

## **ENCROACHMENT PERMIT STANDARD CONDITIONS**

1. Permittee hereby agrees to indemnify, release, defend, and hold harmless the City of Hercules, its officers, agents, and employees (“Indemnities”) harmless from any liability, claims, action, damages, including attorney’s fees, for personal injury, including death, or for property damage, including nuisance and/or inverse condemnation, brought by any person or entity including Permittee, and the agents and/or employees of Permittee, which may arise out of or be connected with the work performed by Permittee under the terms of this permit. Permittee’s indemnification obligations as contained herein shall exist regardless of the fault or negligence of indemnities’ active negligence.
2. All of the work authorized by this permit shall be performed in a workmanlike manner and shall not constitute a risk or hazard to the health, safety, or welfare of persons lawfully using City property. Permittee shall submit a traffic control plan to the City Engineer. No work may be performed under this permit until a traffic control plan has been approved.
3. Permittee shall be responsible for determining the existence of all site and physical conditions including subsurface conditions such as underground facilities which may affect and/or conflict with the proposed work. Permittee shall immediately notify the City Engineer of the discovery of underground facilities at the job site.
4. Permittee shall be responsible for performing, at Permittee’s sole cost and expense, any emergency work and/or repairs which may become necessary as a result of the activities performed under this permit.
5. The City reserves the right, at its sole and exclusive discretion, to revoke this permit at any time upon the provision of 24 hours notice. If this permit is revoked, Permittee shall comply with the orders of the City Engineer to remove any or all of the improvements or appurtenances authorized by this permit. If Permittee fails to comply with such orders, Permittee waives any claim or right unless Permittee may have for inverse condemnation, damages or loss of income resulting from said removal.
6. All work performed pursuant to this permit shall conform to the approved plans and specifications as well as all City ordinances, rules, standard specifications, and any special requirements imposed by the City Engineer. Permittee shall not exceed the scope of this permit unless Permittee has received the prior approval of the City Engineer.
7. Permittee hereby grants the City Engineer and/or his authorized representative the right to inspect all work performed under this permit without prior notice and at such times as shall be determined by the City Engineer in his sole and exclusive discretion.
8. Permittee shall notify the City Engineer or his Representative 24 hours prior to the start of construction.
9. Access to fire hydrants shall be maintained at all times.
10. Permittee shall be responsible for all work performed under this permit. Upon ten days of the receipt of written notice by the City, Permittee, at Permittee’s sole cost and expense, shall repair and/or replace any and all work determined by the City to be defective. Permittee shall also repair any adjacent work which may be necessary as a result of the corrective repairs undertaken herein.

If Permittee fails to make these repairs within ten days of receipt of notice from the City, Permittee hereby authorizes the City to perform these repairs at Permittee’s expense and Permittee shall pay all repair costs and charges to the City upon written demand.

11. All sidewalk and/or pavement markings painted by Underground Service Alert (U.S.A.) or other utility company(ies) shall be removed to the satisfaction of the Public Works Director/City Engineer within ten working days after completion of construction. If the markings are not removed, Permittee hereby authorizes the City to perform this work at Permittee’s expense and Permittee shall pay all costs and charges to the City upon written demand.
12. Permittee shall maintain public liability and property damage insurance in the amount of \$1 million combined single limit for bodily injury and property damage, unless a lesser amount is authorized by the City Engineering, against all liability of Permittee and its authorized representatives arising out of and in connection with Permittee’s activities under this permit.  
  
Permittee shall deposit with the City a certificate of insurance and other such endorsements as shall be required by the City. At the option of the City Engineer, the City shall be named as an additional insured, and cross-liability and primary insurance endorsements shall be required.
13. At the option of the City, Permittee may be required to deposit with the City a cash bond in an amount to be determined by the City as a condition to the issuance of a permit. This bond shall be applied at the discretion of the City to the performance of necessary repairs which are the obligation of the Permittee under the terms of this permit if the Permittee fails to perform those repairs after notice to do so by the City. Any unexpended amount shall be returned to the Permittee within 12 months after acceptance of the work by the City.
14. In the event that either party brings an action to enforce or interpret the terms, conditions, or obligations contained in this permit, the prevailing party shall be entitled to the payment of its attorney’s fees and expert witness fees.