

CITY OF LIVERMORE
- ENCROACHMENT PERMIT -
APPLICATION/WORKSHEET

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

Public Works Inspection
925-960-4500
Fax: 925-960-4505

Project Address: _____ **Tract#** _____ **Lot#** _____ **APN#** _____

APPLICANT: *Check box if property owner*

CONTRACTOR: _____

Name: _____

Name: _____

Address: _____

Address: _____

City/Zip: _____

City/Zip: _____

Telephone Number: _____

CA State License No. _____

Email: _____

License Class: _____ Exp. Date: _____

Applicant Job No. _____

City of Livermore Business License #: _____

Telephone Number: _____

Email: _____

Description of work: _____

Special Conditions: _____

Duration of work (# of working days) _____

Estimated start date _____ End Date _____

REQUIRED: One copy of the Plans for proposed work (Google overview map with sketch showing work at minimum), traffic control plan (if required) and insurance as specified in the attached exhibit.

The undersigned hereby certifies that all work proposed herein will be completed in a timely manner to the satisfaction of the City Engineer in accordance with the provisions of the City of Livermore Municipal Code and City Standards.

Print Name: _____ Sign: _____ Date _____

SKETCH

Submit Applications to:
City Hall Community Development Dept.
1052 South Livermore Avenue
Livermore, CA 94550
Or via email to: epermitrequest@cityoflivermore.net

Phone: (925) 960-4500 www.cityoflivermore.net
Fax: (925) 960-4505
TDD: (925) 960-4104

The following conditions must be complied with in order to issue the permit.

1. **Indemnity and Defense:** To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with the encroachment permit, except such Liability caused by the sole negligence or willful misconduct of City.

This obligation is independent of, and shall not in any way be limited by, the insurance obligations for the encroachment permit. The Permittee's obligation to defend and indemnify shall not be excused because of the Permittee's inability to evaluate Liability or because the Permittee evaluates Liability and determines that the Permittee is not liable to the claimant. The Permittee must respond within 30 days to the tender of any claim for defense and indemnity by the City. These obligations shall survive the completion or termination of the encroachment permit for all activities that arise out of or in connection with the encroachment permit.

2. **Insurance:** Permittee shall procure and maintain insurance during the term of encroachment permit in the amounts and under the terms set forth by the Risk Manager for the City of Livermore against claims that may arise from or in connection with the encroachment permit. For encroachments permits for a term greater than one year, upon reasonable notice from the City the Permittee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.