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 pr	roperty owner CONTRACTOR:
Name:	Name:
Address:	
City/Zip:	CI. (CI.
Telephone Number:	
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
1.	For proposed work (Google overview map with sketch showing work at
ninimum), traffic control plan (if req	uired) and insurance as specified in the attached exhibit.
•	all work proposed herein will be completed in a timely manner to the cordance with the provisions of the City of Livermore Municipal Code
Print Name:	Sign: Date
	SKETCH
Ĺ	

Submit Applications to:

City Hall Community Development Dept.

1052 South Livermore Avenue

Livermore, CA 94550

Or via email to: epermitrequest@LivermoreCA.gov

Phone: (925) 960-4500 ww Fax: (925) 960-4505

TDD: (925) 960-4104

www.LivermoreCA.gov

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

1. <u>Indemnity and Defense:</u> 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. <u>Insurance:</u> 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.