



CITY OF LAFAYETTE Encroachment Permit

City of Lafayette Engineering Dept.
3675 Mt. Diablo Blvd., Suite 210
Lafayette, CA 94549
(925) 284-1951
Email: EncPermits@LoveLafayette.org

Date Submitted: _____
(To be completed by Applicant or whoever provides deposit)

Permit No. _____

Applicant *(Company name, if applicable)*: _____

Phone: _____

Applicant Address: _____

Email: _____

Project Location *(Exact address or street name)*: _____

Cross street(s) _____

Describe fully the nature of work *(If necessary, attach additional paper)*

Improvement plans/sketch attached. Is the work related to a development project involving the Planning Dept.? Yes No

Work to be performed by *(Company name, if applicable)*: _____ Est. Start Date: _____ Est. End Date: _____

Contractor License No.: _____ **Applicant's Signature:** _____

INDEMNIFICATION AGREEMENT

As part of this Encroachment Permit, the Applicant and its successors and assigns shall indemnify, defend and hold harmless the City of Lafayette ("City"), its elected officials, officers, employees, agents, representatives, contractors and assigns (collectively, the "Indemnitees") from and against any and all claims, demands, liabilities, judgments, damages (including consequential damages), awards, interest, attorneys' fees, costs and expenses of whatever kind or nature, at any time arising out of or in any way connected with the City's review and/or approval of this Encroachment Permit and/or any actions pursuant to the Encroachment Permit taken by the Applicant. Applicant's obligation to indemnify, defend and hold harmless the Indemnitees under this Encroachment Permit shall apply, regardless of fault, to any acts or omissions, or negligent conduct, whether active or passive, on the part of the Applicant or the Indemnitees, with the exception of the Indemnitees' gross negligence or willful misconduct. Applicant's obligation to defend the Indemnitees under this Encroachment Permit shall be at Applicant's sole expense and using counsel selected or approved by the City at the City's sole discretion.

Applicant's Signature: _____ **Date:** _____

PLEASE READ THE FOLLOWING PARAGRAPHS:

The Applicant is hereby given permission to encroach on public right-of-way by performing the work described above in accordance with the conditions below and on Page 2 of this permit.

Applicant is required to contact the City's Engineering Inspection Hotline (925) 299-3277 by 10:00 am two (2) business days prior to the start of construction and again prior to final paving. Work done without an inspection may have to be removed and reconstructed at the permit holder's expense.

Before excavating, Applicant must contact USA at 811 for utility locations, and the City's Public Works Department at (925) 934-3908 for potential irrigation, street light, traffic signal conduit, & traffic loop locations. Excavations in the roadway or sidewalk shall be permanently surfaced within thirty (30) calendar days after backfill is complete, and Applicant shall pay a surcharge for a delay beyond this time. Applicant is solely responsible for maintaining a safe construction site. Applicant is also responsible for the removal of all utility and construction markings at the completion of the project.

The permit is issued under the provisions of the Contra Costa County Code Title 10, as adopted by the City of Lafayette, subject to the following additional conditions, as well as the conditions checked on the back of this form, and the applicant's execution of the indemnification agreement on this form above and incorporated herein by this reference.

This Permit Will Expire Six (6) Months from the Date of Issuance.

CITY OF LAFAYETTE

Encroachment Permit

Permit No. _____

PERMIT CONDITIONS

- Provide and maintain enough barricades, lights, cones, signs, flagmen & other safety measures to protect the public in accordance with the most recent version of the State Department of Transportation Manual of Traffic Controls for Construction & Maintenance Work Zones.
- Submit traffic control plan prior to the start of work.
- Working hours** in right-of-way are from _____ to _____, M-F; **lane closures** hours are from _____ to _____, M-F.
- Provide ___ inches of AC or match existing pavement section plus 1 inch, whichever is greater.
- Provide ___ inches Class II AB backfill, compacted to 95% relative compaction. (See drawing #1).
- Saw cut & replace pavement ___ feet beyond edge of excavation. Replace the entire width, including trench, with min. ___ inches AC. (See dwg #1)
- Compaction test is required. Test results must be submitted to the City in writing.
- Replace any striping, marking or markers damaged or removed due to construction operations.
- Replace asphalt berm or dike damaged or removed due to construction operations (minimum length to replace: 5 feet).
- Steel trench plate shall be placed over any open excavation within the roadway at the day's end with a minimum 12" taper at 12:1.
- The portion of the driveway within the City's right-of-way shall be constructed of a minimum 3 inches Asphalt over 6" inches compacted Class II AB.
- Saw cut existing curb & gutter, or sidewalk at the existing cold joint.
- Saw cut & replace pavement 18 inches beyond the edge of gutter. (See drawing #2)
- Dowel existing concrete per sidewalk, curb, & gutter drawing. (See drawing #2)
- Any damage to existing roadway surfacing shall be removed by saw cutting the roadway surface to provide a clean edge. The material shall then be replaced with hot mix asphalt to a minimum of 3 inches or to match existing pavement depth plus 1 inch, whichever is greater.
- When coring existing concrete curbing, a minimum of 2 inches of concrete cover must remain. (See drawing #3)
- When pouring a new curb with a drain outlet, a minimum of 2 inches of concrete cover is required. (See drawing #3)
- Provide erosion control measures for the duration of the project.
- Provide a copy of Central Contra Costa Sanitary District sewer permit.
- Street trees are protected under Lafayette Municipal Code Chapter 6-17. Perform all work under the supervision of a licensed arborist. Prior to final inspection, provide certification from the arborist. All damaged trees shall be mitigated per Chapter 6-17 as determined by the Planning Director.
- Applicable Standard Details can be found on Page 3 of this permit, & Standard Specifications on the City's website www.lovelafayette.org
- Additional Conditions:** Attached Yes No

FEES

- Initial permit/processing fee: \$ _____ Working-without-permit fee: \$ _____ Est. parking fees (\$27/space/day): \$ _____
- Other (specify): _____: \$ _____ *Lane closure fees: \$ _____ *Sidewalk closure fees: \$ _____
- *Pavement surcharge: \$ _____ *Addl Inspections @ \$165/hour: \$ _____ *Addl. parking fees (\$27/space/day): \$ _____

Total Fees payable at issuance: \$ _____ **Paid by Visa / MC / Discover / Check #** _____

Refundable Deposit:** \$ _____ **Paid by Visa / MC / Discover / Check #** _____

Est. Additional Inspection Fees: \$ _____ **Paid by Visa / MC / Discover / Check #** _____ City will invoice

**To be deducted from Refundable Deposit*

***Note to Applicant: To receive any refund of your deposit, when the work covered by this permit is complete call the Inspection Hotline 925-299-3277 to request a final inspection. Deposits are generally refunded within 2 weeks after our inspector's final signoff of the permit.*

Permit Issued by Authorized City Representative: _____ Date: _____

Final Inspection Completed by Authorized City Representative: _____ Date: _____