



**City of Lathrop
Building Department**

AS-BUILT STRUCTURES

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The following policy outlines the responsibilities and procedure of the As-Built Process, which is intended for structures built:

- **WITHOUT A PERMIT**
- **NOT USED FOR INTENDED PURPOSE**

The Building Department has received an increasing number of Building Permit Applications for structures that have already been constructed without applicable permits or City approvals, as well as referrals from Code Compliance regarding Violations citing unpermitted structures. Any permits issued for these structures are subject to this policy and As-Built Plans must be submitted and approved by the City.

The Plans Examiner/Inspector signing off on As-Built Plans must verify that the structure has been constructed in accordance with the Approved Plans, however, the Inspector will obviously not be able to observe and inspect the As-Built structure. The Sections below outline the responsibilities of each party during the Permitting/Inspection Process for As-Built structures.

Responsibilities of the PLANS EXAMINER / INSPECTOR:

1. Verify that the Foundation is constructed correctly, including:
 - Size of Foundation
 - Depth Below Finished Grade
 - Amount and Placement of Reinforcing Steel
 - Other Factors when specified in the Approved Plans
2. Verify the Attachment of the Structure, including:
 - Anchor Bolts
 - Hold Downs
 - Other Anchoring Devices or Systems as specified in the Approved Plans
3. Verify the Structural Integrity of the Structure, including:
 - Cripple Walls
 - Shear Wall Construction and Nailing
 - Other Structural Elements as specified in the Approved Plans
 - Lumber Species, Grade, Spacing and Fastening
 - Roof/Floor Sheeting and Fastening
4. Verify all Fire and Life Safety measures of the California Building Code are met, including:
 - Emergency Egress and Escape Components
 - Garage/Carport Separation and Penetrations
 - Guards and Handrails
 - Smoke and Carbon Monoxide Detectors
 - Verify Structure Location with Zoning and Fire Setbacks
5. Verify that these Systems are installed according to the Approved Plans and the presently Adopted Code:
 - Electrical Systems
 - Plumbing Systems
 - Mechanical Systems
6. Verify that the California Energy Efficiency Standards have been followed according to the Approved Plans and presently adopted Standards. (May require Mitigation)
7. Verify coordination with Local Fire Marshal and Fire Department for compliance with California Fire Code
8. Verify that the California Accessibility Standards have been followed.

Responsibilities of the PERMIT HOLDER:

As-Built structures pose many unique, site-specific inspection issues. The Plans Examiner/Inspector may permit modifications to the requirements listed below or may require additional testing and verification as necessary.

At the First Inspection, the Inspector will indicate which of the items below must be completed:

1. Expose a portion of the Foundation so the Size and Depth can be determined
2. Provide written verification from a Testing Agency qualified to perform such analysis that the Reinforcing Steel has been installed according to the Approved Plans
 - Ultrasonic, Non-Destructive Testing is typically used
3. Make the Means of Attachment from the Structure to the Foundation accessible for Inspection
4. Provide written verification by a CA State Licensed Engineer that the building is structurally sound
5. Make the components of the Electrical System visible by removing cover plates from receptacles, fixtures, subpanels and services, and pulling receptacles and switches out of boxes, and as otherwise required by the Inspector
6. Provide written verification by a CA State Licensed Electrical Contractor that the Electrical System meets present Code
7. Make the components of the Plumbing System visible by removing cover plates, access panels, and as otherwise required by the Inspector
8. Provide written verification by a CA State Licensed Plumbing Contractor that the Plumbing System meets present Code
9. Make the components of the Mechanical System visible by removing cover plates and access panels
 - Provide a Gas Pressure Test on all New Gas Lines
10. Provide written verification by a CA State Licensed Mechanical Contractor that the Mechanical System meets present Code
11. Sign and Return the attached Indemnification & Hold Harmless Agreement Form, after you have read and agree that the City of Lathrop may not be able to Inspect and Verify all areas for Code Compliance

Note: The Building Official may approve exceptions or equal/alternate substitutions for the requirements listed above

Indemnification & Hold Harmless Agreement

Building Permit Number: _____

Assessor's Parcel Number: _____

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is entered into this _____ day of _____, 20____ by and between the City of Lathrop ("City"), a general law city in the State of California, and the landowner(s) ("Applicant") and contractor(s) listed below.

RECITALS

WHEREAS, Applicant, has a legal interest in the certain real property located at _____, California, Assessor's Parcel No. _____; and

WHEREAS, the Applicant has submitted an application to the City to obtain a building permit for _____, which is located on the real property described above;

TERMS

NOW, THEREFORE, in consideration of the approvals conveyed by the City to Applicant, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Applicant declares and acknowledges that all work on _____ undertaken until the date of this Agreement was completed without inspections by the City. Applicant further declares such construction or work was not made accessible to the City or exposed for inspections and approvals by the City prior to completion. Applicant agrees and understands that if Applicant is allowed to proceed with obtaining a building permit for the existing work or structure, the inspections and visual observations of such concealed construction and work will be subject to noninvasive inspections techniques only. Therefore, Applicant acknowledges that there may be building code violations, hazards or faults that are concealed and not detected, including but not limited to insufficiencies related to foundation, frame, electrical, mechanical or plumbing.
2. If building code violations or City ordinance violations are discovered or suspected during the City's initial inspection of the construction or work, Applicant agrees to render the construction or work accessible for further inspection if necessary and requested by the inspector and understands that, in order to effect this inspection and obtain final approval for a building permit, Applicant may be required, at the discretion of City, to retain a special inspector or other expert to conduct the further inspection.
3. Applicant understands, acknowledges, and accepts the inherent risks of maintaining and improving an unpermitted as-built structure and understands, acknowledges, and accepts that there may remain undiscovered hazards, structural insufficiencies, and/or unlawful construction despite the City's efforts to inspect the as-built structure and/or its decision to allow work to continue by courtesy inspections or to issue an as-built permit. Applicant, through his/her signature below, assumes the risk of utilizing or inhabiting an as-built structure and understands and acknowledges that he/she should not rely on the City's approval of the as-built structure as a guarantee of the structure's suitability or safety for any purpose. Applicant further releases the City from any and all liability arising from and/or in connection with the existing concealed construction and/or work and/or arising from the City's issuance of an as-built permit for such construction and/or work. Applicant further acknowledges and agrees that the City, its elected and appointed officials, officers, directors, agents, volunteers, and employees shall not bear any of the costs or liability, or any part thereof, for the repair, replacement, removal and/or demolition of the work and/or construction that may be required by City to take place prior to issuance of a building permit.

4. Applicant on its own behalf and on the behalf of the future successors in interest including future owners of the real property referenced herein, against whom this is binding, further agrees to defend, indemnify, save and hold harmless the City, its elected and appointed officials, officers, directors, agents, volunteers, and employees from and against any and all claims, actions, proceedings, suits, liens, judgments, damages, cost losses and expenses, or liability of any nature whatsoever (including attorneys' fees and costs awards), brought by any person or entity whatsoever, arising out of, or in connection with, in whole or in part, and in any manner whatsoever, the City's review or approval and/or issuance of the building permit or arising out of or in connection with the acts or omissions of the Applicant or its agents, employees, volunteers, visitors, customers, or contractors.

Dated: _____

Applicant Signature

Applicant Print Name

Owner Signature

Owner Print Name

Contractor Signature

Contractor Print Name

(Notary Acknowledgment Attached)

Indemnification and Hold Harmless Agreement LBD (5/01/2020)