City of Palo Alto
Public Works Engineering
Phone: 650/329-2151 FAX: 650/329-2240
Inspection: 650/496-6929

ENCROACHMENT PERMIT & TEMPORARY LEASE

PERMIT TYPE:

___ ENCROACHMENT PERMIT (Right-of-way or public utilities easement encroachments)
___ TEMPORARY LEASE (Encroachments on City-owned property)

PERMITTEE NAME AND ADDRESS: **LOCATION OF ENCROACHMENT/LEASE:** **DURATION:**

Name: _____ _____ __Temporary (_____ Days)

_____ _____ __Indefinite

_____ _____

Phone: _____/_____-_____ _____ **ESTIMATED START DATE:** _____

ENCROACHMENT PERMIT TYPE:

Residential (Single Family)

___ Standard: Architectural, structural, decks, spas, etc. in a Public Utilities Easement (PUE) or City right-of-way (ROW).

___ Dumpster or container (no insurance certificate is required).

___ Fence: Placement of a fence in a PUE or ROW (no insurance certificate is required)

Non-Residential (Commercial)

___ Standard: Awnings, lane or sidewalk closures, pedestrian protection structures, structural or architectural features, private structures, other long term encroachments in a PUE or ROW, lasting more than 5 days.

___ Short-Term: Sidewalk/street/alley encroachments, lane or sidewalk closures, unloading of materials, etc., lasting 5 days or less.

___ 1 Day: Sidewalk or lane closure lasting 1 day or less.

___ Minor: Placement of dumpster within downtown districts (additional fee for parking space rental, if applicable), and restaurant tables & chairs on sidewalk.

--PW STAFF USE ONLY--

FEES:

Fee Paid $ _____

Parking $ _____

TOTAL $ _____

Date Paid:_____

INS CERT #: I-_____

REVIEWED AND RECOMMENDED FOR APPROVAL BY:

___ Transportation
___ Bldg Inspection
___ Planning
___ Real Estate
___ Light & Power
___ WGW

Pursuant to the provisions of Sec 12.12 * of the Palo Alto Municipal Code, permission is hereby requested to construct and maintain an encroachment, or to use City-owned property, at the above location and in the manner described below:

NATURE OF ENCROACHMENT OR USE: _____

_____

REASON FOR ENCROACHMENT/LEASE: _____

_____

Permittee shall, at Permittee expense, remove said encroachment or any improvements constructed, and this permit/lease shall terminate within thirty (30) days after written notice from the City Engineer/Real Property Manager*. Permittee agrees that in the event of failure to remove such encroachment/improvement* within the time specified, the same may be removed, and the City's property or easement restored, by the City, and the cost thereof made a lien upon/against* Permittee/Lessee, pursuant to the provisions of Sec 12.12 of the Palo Alto Municipal Code.

Permittee, in consideration of the issuance of this permit/lease, agrees to maintain required evidence of liability insurance, for the life of the encroachment, that indemnifies and holds harmless the City of Palo Alto, its officers, agents, and employees from any liability of any nature whatsoever caused in whole or in part by reason of or in any manner connected with any and all operations, structures or conditions authorized or permitted by this permit/lease. The Permittee agrees and understands that this permit vests no estate.

Permittee shall be responsible for obtaining any and all permits which may be required by an Agency having jurisdiction over the property and/or proposed use. Notwithstanding the above, nothing contained herein shall obligate City to issue any permits or approvals required for construction.

Permittee hereby accepts this permit/lease* subject to all conditions set forth herein, and the attached Special Provisions and conditions, and agrees that all of said conditions and provisions shall be binding on Permittee, co-owners, heirs, assigns, transferees and successors in interest of every nature. This permit/lease* shall expire if work on the encroachment described within does not commence within sixty (60) days of the date of approval, or by the anticipated start date as indicated above, whichever is later.

X_____ _____ _____ _____

Permittee Authorized Representative **Date** APPROVED BY Issuance Date

For inspection call the Public Works Inspector @ (650) 496-6929 – Provide minimum one working day advance notice.

Work Satisfactorily Completed: Inspector _____ Date _____ ***Permit No.*** ___ ___ ___ **ENC-**

----PW Staff Use Only----

SPECIAL PROVISIONS

1. Permittee shall provide the City evidence of Personal Injury and Property Damage insurance in a form acceptable to the CPA Risk Manager, in the minimum amounts of $1,000,000 each for personal injury and property damage or else as indicated below. Said insurance shall name the City of Palo Alto, its officers and employees as an additional insured and shall be primary insurance with any City insurance being excess only. Said insurance shall be maintained so long as this permit/lease* remains in force, and evidence of said current insurance and subsequent renewals shall be submitted to the City of Palo Alto, Public Works Engineering Division.

   ___ ALTERNATE COVERAGE REQUIRED: $_____,000 personal injury and $_____,000 property damage

2. Encroachment, construction or use shall not extend beyond the area identified and specified as part of this permit/lease.
3. Encroachment shall not restrict visibility to any traffic control devices or signs.
4. No encroachment is permitted in exclusive bike lanes (where parking is not permitted); bus stops, or "no parking zones" unless specifically authorized within this permit.
5. Encroachment shall not block or cover access to any utility pole, manhole, vault, cleanout, valve, junction or meter box.
6. Permittee shall maintain encroaching or constructed facility and/or the property in a good and safe condition. Construction shall be in conformance with plans approved by the City.
7. Whenever construction, reconstruction or maintenance work to City facilities requires relocation or modification of the encroachment, construction or use, such relocation or modification work shall be done by Permittee at Permittee's sole expense.
8. Permittee shall assure adequate visibility of encroachment, construction or use during daytime and nighttime hours.
9. Permittee shall conform to all requirements of the Palo Alto Traffic Control Manual, as applicable.
10. The Permittee is required to maintain any underground facilities listed with Underground Service Alert (USA). When requested, the Permittee is responsible to mark out appropriately all underground facilities described in this permit.
11. Any public and/or private improvements damaged by the encroaching activities must be repaired or replaced in-kind to the satisfaction of the improvement owner and at Permittee expense.
12. All dumpsters used in this permitted encroachment are required to be ordered through the Palo Alto Sanitation Company who has an exclusive contract in Palo Alto for waste disposal services.
13. In addition to this permit, Permittee shall obtain the following permits:

    ___ Street Work Permit from Public Works Engineering (associated _____STR- _____).

    ___ Parking Permit from CPA Transportation Division.

    ___ Fence Permit from CPA Building Inspection Division.

    ___ Other special permit: _____

14. ___ See Attachment(s) A B C D E F _____ for additional permit conditions.
15. ___OTHER:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____