



City of Palo Alto

Public Works Engineering
250 Hamilton Avenue
Palo Alto, CA 94301
Phone: (650) 329-2295
Email: pwecips@cityofpaloalto.org

ENCROACHMENT PERMIT UPLIFT LOCAL PROGRAM

PERMIT TYPE: ENCROACHMENT PERMIT UPLIFT LOCAL PROGRAM

EXPIRATION: _____

PERMITTEE NAME AND ADDRESS:

LOCATION OF ENCROACHMENT:

Name: _____

ESTIMATED START DATE: _____

Phone: _____

Email: _____

---PW STAFF USE ONLY---

FEES: N/A

INS CERT #: I-

ENCROACHMENT PERMIT TYPE:

UPLIFT LOCAL PROGRAM (Check all that apply)

SIDEWALK

AWNING TENTS/CANOPIES

PARKLET (Requires inspection, Call 650-496-6929)

ROOF HEATERS

STREET (Street encroachments are only applicable when City of Palo Alto closes the street)

APPLICANT/PERMITTEE MUST COMPLY AND ADHERE TO ALL APPLICABLE LAW, INCLUDING THE MOST RECENT SANTA CLARA COUNTY HEALTH ORDER AND BY SIGNING THIS APPLICATION APPLICANT AGREES TO COMPLY

Pursuant to the provisions of Chapter 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. The applicant must provide a sketch that shows the proposed layout with clearance requirements as stated in Special Provisions 7. The sketch must show all existing facilities such as signs, trees, bike racks, trash receptacles, benches, streets lights, and news racks, as well as all proposed encroachments.

DESCRIPTION OF ENCROACHMENT: _____

Permittee shall, at Permittee expense, remove said encroachment or any improvements constructed, and this permit shall terminate within thirty (30) days after written notice from the City Engineer. 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, pursuant to the provisions of Chapter 12.12 of the Palo Alto Municipal Code. For health and safety violations, or continuing violations, as determined by the City Engineer in his sole discretion, the permit may be terminated and the encroachment required to be removed immediately.

Permittee agrees to hold harmless, indemnify and defend the City of Palo Alto, its elected and appointed officials, employees, and agents (collectively "Indemnified Parties") from and against any and all claims, loss, liability, damage, and expense arising out of, connected to, or caused in whole or in part by Permittee's activity, operations, structures under this permit (collectively "Claims"). Permittee's obligations hereunder include, without limitation, the duty to hold harmless, indemnify, and defend the City, its elected and appointed officers, agents, employees, and volunteers from claims for property damage or personal injury arising from an alleged dangerous condition of public property used by Permittee in its operations under this permit, claims of violation of applicable law including the Americans with Disabilities Act or current health orders, or arising from allegations that any person has contracted COVID-19 as a result of such operations. The obligations under this Paragraph shall survive the termination of this permit.

Permittee agrees to maintain the required liability insurance and evidence thereof, for the life of the encroachment, that indemnifies, holds harmless and provides for the defense of the Indemnified Parties for any and all Claims. 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 a government 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 subject to all conditions set forth herein and in the attached Special Provisions, 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 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 Signature

_____ Printed Name

_____ Date

X _____
Approved By

_____ Issuance Date

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

SPECIAL PROVISIONS

- 1. Permittee shall provide the City evidence of Personal Injury and Property Damage insurance in a form acceptable to the City's 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 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.
- 2. Encroachment, construction or use shall not extend beyond the area identified and specified as part of this permit.
- 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. Parklet requires Public Works Inspection prior to the start of construction. Overhead structures and/or awnings are not allowed unless explicitly approved in advance.
- 8. There must be a minimum of 5 feet general clearance or 4 feet clearance between an occupied table and chair setup and any obstructions that exist on the sidewalk. These sidewalk obstructions may be tree wells, streetlights, permitted news rack facilities, and other immovable facilities that exist on the sidewalk frontage. For design purposes, an "occupied" chair is one that is located a minimum of two feet away from the table.
- 9. All tables and chairs must be brought in and removed from the public right-of-way or public easement area each evening.
- 10. 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.
- 11. Permittee shall assure adequate visibility of encroachment, construction or use during daytime and nighttime hours.
- 12. Permittee shall conform to all requirements of the Palo Alto Traffic Control Manual, as applicable.
- 13. 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.
- 14. Permittee shall comply with all applicable law including the Palo Alto Municipal Code, State and County Health Orders in effect, and City ordinances, resolutions and regulations/guidelines (including the Parklet Standards, Requirements for parklets and Weatherization Standards).
- 15. ___See Attachment(s) A B C D E F_____ for additional permit conditions.
- 16. ___OTHER:_____



Insurance Certificate Submission Guidelines

PUBLIC WORKS

Engineering Services Division

pwcips@cityofpaloalto.org – 650.329.2151

To obtain a permit for working or placing a private facility in the public right-of-way or public property, it is necessary to file with the Public Works Engineering Services Division an approved insurance certificate prior to permit issuance. See reverse page for sample certificate.

COVERAGE REQUIREMENTS

Coverage Type	Requirement	Minimum Limits*	
		EACH OCCURRENCE	AGGREGATE
Comprehensive General Liability: INCLUDING: <ul style="list-style-type: none"> • Occurrence-based Coverage • Personal Injury • Broad Form Property Damage • Blanket Contractual 	Bodily Injury	\$1,000,000	\$1,000,000
	Property Damage	\$1,000,000	\$1,000,000
	Bodily Injury & Property Damage Combined	\$1,000,000	\$1,000,000
Comprehensive Automobile Liability**: INCLUDING: <ul style="list-style-type: none"> • Owned • Hired • Non-Hired 	Bodily Injury (Each Person)	\$1,000,000	
	Bodily Injury (Each Occurrence)	\$1,000,000	
	Property Damage	\$1,000,000	
	Bodily Injury & Property Damage Combined	\$1,000,000	

* These minimums may be raised for some permits based on the evaluation by the City Risk Manager.
 ** Automobile liability insurance is required for a Street Work Permit only.

- (A) **BEST'S KEY RATING GUIDE** Required insurance coverage shall be provided through carriers with a **Best's Key Rating of A:VII or higher** and are admitted to do business in the State of California. The certificate of insurance must be completed and executed by an authorized representative of the company providing insurance. This required insurance must be maintained for the life of the permit.
- (B) **ADDITIONAL INSURED** For the Comprehensive General Liability policy, provide an endorsement that explicitly names the city as additional insured with the following statement: ***"The City of Palo Alto, its Officers, Officials, Employees, Agents and Volunteers are named additional insured"***. This statement must be placed on a CG 20 12 (Additional Insured - State or Political Subdivision - Permits). The form must state the policy number(s) to which it applies and be certified by an authorized insurance agent. Reference to this attachment must be provided on the face of the certificate.
- (C) **PRIMARY COVERAGE** An included endorsement and statement on the certificate specifying the following: ***"This insurance is primary coverage and that any city insurance is excess coverage only"***. ***"Liquor Liability: Permittee agrees to furnish, proof of liquor liability coverage if it proposes to serve or sell alcohol as part of its outdoor activities"***
- (D) **CERTIFICATE HOLDER** The City of Palo Alto, Public Works Engineering Services Division, 285 Hamilton Avenue Palo Alto CA 94301, must be named as Certificate Holder.
- (E) **CRANE WORK** Where work involves a crane, riggers coverage shall be provided in the amounts above.
- (F) **POLICY NUMBERS** Relevant policy numbers must be shown on the face of the certificate and all attachments.
- (G) **INSURED NAME** The insured shall be the same party as the applicant. If the application is made for a "d.b.a." name, that name must also appear on the certificate as an insured.
- (H) **CANCELLATION** The provision for 30 day notice to the City of Palo Alto for cancellation or change of coverage.
- (I) **EFFECTIVE PERIOD** There must be a definite period of applicability. "Open" or "continuous" are not acceptable expiration dates.
- (J) **INDEMNIFICATION** The liability insurance policy shall include a contractual liability endorsement providing insurance coverage for the Permittee's agreement to indemnify the City.

-- Please see reverse for sample certificate --



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (Broker Name) (Broker Address) (Broker Phone Number)	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED (Insured Entity Name) (Insured Entity Address)	E-MAIL ADDRESS:	
	A INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	(Underwriter Name)
	INSURER B:	(Underwriter Name, if applicable)
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			F (Must be a number, not TBD)			EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						(Must be a date, not "open" or "continuous")	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Hook Liability E						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> Over the road						GENERAL AGGREGATE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$	
B	AUTOMOBILE LIABILITY			(Must be a number, not TBD)			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						(Must be a date, not "open" or "continuous")	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- B** The City of Palo Alto, its officers, officials, employees, agents, and volunteers are named additional insured.
- C** This insurance is primary and any city insurance is excess coverage only.
Liquor Liability: Permittee agrees to furnish, proof of liquor liability coverage if it proposes to serve or sell alcohol as part of its outdoor activities.

CERTIFICATE HOLDER	CANCELLATION
D City of Palo Alto Public Works Engineering Services 285 Hamilton Avenue Palo Alto, CA 94301	H SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE.
	AUTHORIZED REPRESENTATIVE