

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

PERMITTEE NAME AND ADDRESS:	LOCATION OF ENCROACHMENT:	EXPIRATION:			
Name:		ESTIMATED START DATE:			
Phone:	Email:	PW STAFF USE ONLY			
ENCROACHMENT PERMIT TYPE:		FEES: N/A			
UPLIFT LOCAL PROGRAM (Check all that	t apply)				
SIDEWALK	AWNING TENTS/0	INS CERT #: I-			
PARKLET (Requires inspection, Call 6	550-496-6929)ROOFHEATER	as = -			
STREET (Street encroachments are	only applicable when City of Palo Alto close	es the street)			
APPLICANT/PERMITTEE MUST COMPLY COUNTY HEALTH ORDER AND BY SIGNII	AND ADHERE TO ALL APPLICABLE LAW, NG THIS APPLICATION APPLICANT AGREES	INCLUDING THE MOST RECENT SANTA CLAR			
maintain an encroachment, or to use Cit must provide a sketch that shows the r	ty-owned property, at the above location an proposed layout with clearance requireme	ermission is hereby requested to construct ar nd in the manner described below. The applica nts as stated in Special Provisions 7. The sket benches, streets lights, and news racks, as we			
DESCRIPTION OF ENCROACHMENT:					
Permittee shall, at Permittee expense terminate within thirty (30) days after remove such encroachment/improven easement restored, by the City, and the 12.12 of the Palo Alto Municipal Code. Fin his sole discretion, the permit may be	e, remove said encroachment or any important within the time specified, the same e cost thereof made a lien upon/against Petor health and safety violations, or continuing terminated and the encroachment require	provements constructed, and this permit sha ermittee agrees that in the event of failure to may be removed, and the City's property of rmittee, pursuant to the provisions of Chapter ng violations, as determined by the City Engine d to be removed immediately.			
Permittee agrees to hold harmless, indeagents (collectively "Indemnified Partie connected to, or caused in whole or in Permittee's obligations hereunder inclelected and appointed officers, agents, an alleged dangerous condition of pub applicable law including the Americans has contracted COVID-19 as a result of	emnify and defend the City of Palo Alto, its is") from and against any and all claims, lo part by Permittee's activity, operations, strude, without limitation, the duty to hold employees, and volunteers from claims for olic property used by Permittee in its oper with Disabilities Act or current health orc such operations. The obligations under thi	elected and appointed officials, employees, ar ss, liability, damage, and expense arising out of uctures under this permit (collectively "Claims harmless, indemnify, and defend the City, in property damage or personal injury arising from ations under this permit, claims of violation lers, or arising from allegations that any persons s Paragraph shall survive the termination of the			
Permittee agrees to maintain the req		ereof, for the life of the encroachment, the			
The Permittee agrees and understands	that this permit vests no estate.	·			
Permittee shall be responsible for obtain over the property and/or proposed us permits or approvals required for constr	ning any and all permits which may be reques. Notwithstanding the above, nothing controls.	ired by a government agency having jurisdiction intained herein shall obligate City to issue a			
Permittee hereby accepts this permit su that all of said conditions and provision interest of every nature. This permit sha	ubject to all conditions set forth herein and	d in the attached Special Provisions, and agre rs, heirs, assigns, transferees and successors cribed within does not commence within sixty ve, whichever is later.			
Dormitton Authorized Bonrocentative Signature	Printed Name				
Permittee Authorized Representative Signatu	ire riiiteu Naille	Date			
X Approved By	· · · · · · · · · · · · · · · · · · ·				
Арргочеа ву	Issuance Date				

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 8 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).

5See Attachment(s) A B C D E F	for additional permit conditions.
6OTHER:	



ALTO

Insurance Certificate Submission Guidelines

PUBLIC WORKSEngineering Services Division

pwecips@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	Minimum Limits*		
		EACH OCCURRENCE	AGGREGATE		
Comprehensive General Liability:	Bodily Injury	\$1,000,000	\$1,000,000		
INCLUDING:	Property Damage	\$1,000,000	\$1,000,000		
 Occurrence-based Coverage 					
 Personal Injury 					
 Broad Form Property Damage 	Bodily Injury & Property				
Blanket Contractual	Damage Combined	\$1,000,000	\$1,000,000		
Comprehensive Automobile Liability**:	Bodily Injury (Each Person)	\$1,000,000			
INCLUDING:	Bodily Injury (Each Occurrence)	\$1,000,000			
 Owned 	Property Damage	\$1,000,000			
 Hired 	Bodily Injury & Property				
 Non-Hired 	Damage Combined	\$1,000,000			

^{*} These minimums may be raised for some permits based on the evaluation by the City Risk Manager.

- (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 –

^{**} Automobile liability insurance is required for a Street Work Permit only.



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).

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

E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF PO (MM/DD/YYYY) (MM	POLICY EXP IM/DD/YYYY)	LIMITS	s. 1.000.000
^	GENERAL LIABILITY		ß			EACH OCCURRENCE	\$, ,
	X COMMERCIAL GENERAL LIABILITY			/2.4		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE X OCCUR		(Must be a number,	(Must be a	date,	MED EXP (Any one person)	\$
	X Hook Liability		not TBD)	not "open"	or _	PERSONAL & ADV INJURY	\$ 1,000,000
	X Over the road			"continuous		GENERAL AGGREGATE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				.5 ,	PRODUCTS - COMP/OP AGG	\$ 1,000,000
	POLICY X PRO- JECT LOC						\$
B	AUTOMOBILE					COMBINED SINGLE (Ea accident)	\$ 1,000,000
	X any auto		(Must be a number,	(Must be a	date,	BODILY INJURY (Per person) \$	
	AUT-88WNED SCHEBULED		not TBD)	not "open"	OI I	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS		1100 122)	"continuous		PROPERTY DAMAGE (Per accident)	\$
				continuous	13 /		\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$
	DESCRIPTION OF OPERATIONS below					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.
- 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

City of Palo Alto
Public Works Engineering Services
285 Hamilton Avenue
Palo Alto, CA 94301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

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