



# 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
- PARKLET (Requires inspection, Call 650-496-6929)
- STREET (Street encroachments are only applicable when City of Palo Alto closes the street)
- AWNING
- ROOF
- TENTS/CANOPIES
- HEATERS

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-\_\_\_\_\_





# Insurance Certificate Submission Guidelines

## PUBLIC WORKS

Engineering Services Division

[pwecips@cityofpaloalto.org](mailto: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 Limits*	
		EACH OCCURRENCE	AGGREGATE
<b>Comprehensive General Liability:</b> INCLUDING: <ul style="list-style-type: none"> <li>• Occurrence-based Coverage</li> <li>• Personal Injury</li> <li>• Broad Form Property Damage</li> <li>• Blanket Contractual</li> </ul>	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
<b>Comprehensive Automobile Liability**:</b> INCLUDING: <ul style="list-style-type: none"> <li>• Owned</li> <li>• Hired</li> <li>• Non-Hired</li> </ul>	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 --

